

**OMAHA DISTRICT
U.S. ARMY
CORPS OF ENGINEERS**



HTRW PROJECT MANAGER STANDARD OPERATING PROCEDURE (SOP)

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HTRW PROJECT MANAGER STANDARD OPERATING PROCEDURE (SOP)

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Executive Summary

Project Management is an inexact science where a Project Manager (PM) must lead a team to accomplish customer goals by effectively developing comprehensive scope of services, schedules and budgets. This Hazardous, Toxic and Radioactive Waste (HTRW) PM Standard Operating Procedure (SOP) manual was prepared to assist PMs in the execution and reporting of HTRW projects from cradle to grave. As the U.S. Army Corps of Engineers (USACE) HTRW program has evolved, the PM function has been redefined to become an all inclusive, single point of contact that is responsible for assuring that all functions of a project are effectively executed.

This document contains fourteen (14) chapters. Each chapter provides a discussion and information for planning and managing HTRW project activities. Within the realm of project management, all options and processes are not defined. Some tasks rely on the ingenuity and resourcefulness of a PM to get the job done. In addition, this SOP manual presumes the PM has a fundamental knowledge of how the Omaha District (CENWO) organizations function. Much of the information in this SOP manual will explain the normal day-to-day tasks of a PM, however, the most important aspect of management is teamwork. The ability to build, develop, and orchestrate a team is a fundamental requirement to be a successful PM.

Experienced PMs may find this SOP manual to be at an elementary level. However, due to the constant changing processes, all PMs should review and have knowledge of this SOP manual. This HTRW PM SOP manual is a dynamic document and changes will be incorporated, whenever necessary.

Conversely, the management structure and higher Headquarters may also become knowledgeable on how we do business in CENWO. If this is the case, this document is only a small part of the project management process. Through years of experience, trial and error, and a "can-do" attitude, CENWO will continue to lead the USACE in the HTRW execution and customer care business.

This HTRW PM SOP manual is located on the CENWO HTRW web site and can be found at <http://w3.nwo.usace.army.mil/html/pm-h/homefeb.htm>. This HTRW PM SOP manual will be electronically updated on the HTRW web site.

HTRW PROJECT MANAGER SOP

INTRODUCTION

1.0 **Introduction.**

This chapter of the Hazardous, Toxic and Radioactive Waste (HTRW) Project Manager (PM) Standard Operating Procedure (SOP) manual will discuss the project management philosophy outlined in Engineering Regulation (ER) 5-1-11, Program and Project Management, dated 27 Feb 98.

1.1 **Project Management Philosophy.**

Recently, the U.S. Army Corps of Engineers (USACE) has undergone a change in the philosophy of "Project Management". In accordance with ER 5-1-11, the Omaha District (CENWO) has implemented a single manager approach, which is intended to streamline management activities requiring the PM to perform the day-to-day execution of a project as well as the upward reporting/coordination. ER 5-1-11 is included in Enclosure 1 and can also be found at <http://www.usace.army.mil/inet/usace-docs/>.

1.2 **Objective.**

The objective of ER 5-1-11 is to institute business processes that will enhance service to USACE customers, provide a single point of contact for interface with customers, place emphasis on completing projects and programs, and enhance the USACE's reputation as the world's leader in premier customer care. This SOP manual will assist in defining and explaining the responsibilities and roles of an HTRW PM.

1.3 **Purpose.**

The purpose of this HTRW PM SOP manual is to assist PMs in the management and reporting of their HTRW projects. The HTRW PM SOP manual addresses three areas. First, the important activities associated with the project execution are identified. Second, the organization of this document provides the PM with a general sequence of activities required for completion of a typical project. Third, it will enable the PM to pick up ideas on how an activity can be accomplished. USACE PMs are the cornerstones to the implementation of a successful HTRW project. PMs manage the execution of the project and are responsible for all aspects of the project from conception to project completion. With this in mind, this SOP manual was developed to provide a PM with at least a conceptual understanding of the primary functions and activities required for successfully accomplishing a project.

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WHAT IS A PROJECT MANAGER?

2.0 **What is a Project Manager?**

A PM is responsible for the delivery of individual quality projects within scope, schedule and budget to a satisfied customer.

2.1 **ER 5-1-11.**

The primary reference for program and project management in USACE is ER 5-1-11. This regulation establishes the philosophy, policy, and guidelines for management of all programs and projects executed by the USACE. The regulation applies to all USACE activities, including divisions, districts, laboratories, field operating activities, and centers. The regulation states, "The Program and Project Management Business Process (PMBP) described in this regulation is the process by which all work is accomplished by USACE, without exception. The guidance in this regulation emphasizes the importance of project teams and the role of the project manager, whose focus is on the overall process and the members of the team, who are empowered to act on behalf of their functional organizations. It focuses attention on the end results -- execution of projects and programs, and customer satisfaction." The objectives of the PMBP listed in ER 5-1-11 are to:

- Enhance service to Corps customers.
- Provide a focal point for interface with customers.
- Place emphasis on completing projects and programs rather than just individual products or phases.
- Enhance USACE's reputation as the world's premier engineering organization.

The PMBP philosophy described in ER 5-1-11 supports the goals of the Strategic Vision by outlining a process that emphasizes Corps teamwork, customer satisfaction, and accountability. The regulation provides general implementing guidance without specifying procedures, techniques, or detailed standards for implementation.

2.2 **What is a Project?**

A project is a specific or finite task to be accomplished. Projects are normally characterized by the following:

- Specific objective to complete within certain quality specification
- Specific start and end dates
- Funding limits (a budget)
- Consumption of resources (money, people, equipment, etc.).

2.3 **What is Project Management?**

Project Management normally involves project planning and monitoring and includes such items as:

- Project Planning
- Definition of work requirements (scope and quality)
- Definition of time frame for work (schedule)
- Definition of resources needed (manpower and funds)

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WHAT IS A PROJECT MANAGER?

2.3 **What is a Project Management.** (Cont'd)

- Project Monitoring
 - Tracking progress
 - Measuring performance
 - Making adjustments

2.4 **The Customers and Project Management.**

The term "customer" has taken on new meaning in recent years for the USACE. In the rapidly changing environment of reinvention that challenges government roles and missions, we find that our traditional customers have options to use service providers other than USACE. When customers have a choice, they typically shop for providers that offer the best value. Responsive and quality services at reasonable costs are the more obvious measures that will guide the customer's choice. Our customer's expectations should be understood by all PMs. These expectations may include:

- Participation in and agreement of the Project Management Plan (PMP);
- Access to/participation in boards and meetings;
- An understanding of the customer's responsibilities;
- Consistent, fair, reasonable, and timely responses and decisions;
- Current and accurate fiscal and financial information;
- Input in achieving approvals and making changes;
- Quality services and products within budget and schedule.

2.5 **Life Cycle of an HTRW Project.**

The life cycle of an HTRW project normally encompasses five phases:

- Discovery (conceptual)
- Investigation (planning)
- Remedial Design
- Remedial Action (construction)
- Long Term Operation/Long Term Maintenance (LTO/LTM) (closeout)

The two primary HTRW laws in which PMs execute HTRW clean up projects in compliance with are the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA). The following table provides comparable phases of environmental restoration, as prescribed by CERCLA and RCRA.

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WHAT IS A PROJECT MANAGER?

2.5 Life Cycle of an HTRW Project. (Cont'd)

HTRW Project Life Cycle CERCLA vs RCRA

PHASES	CERCLA	RCRA
Discovery (conceptual)	Preliminary Assessment/Site Investigation (PA/SI)	RCRA Facility Assessment (RFA)
Investigation (planning)	Remedial Investigation/Feasibility Study (RI/FS)	RCRA Facility Investigation (RFI)/ Corrective Measures Study (CMS)
Design	Remedial Design (RD)	Correctives Measures Implementation (CMI)
Remedial Action (construction)	Remedial Action (RA)	Correctives Measures Implementation (CMI)
Interim Remedial Action (construction)	Interim Remedial Action (IRA)/Time Critical Removal Actions (TCRA)	Interim Stabilization Measure (ISM)
Long Term Operation/ Long Term Maintenance (LTO/LTM) (closeout)	LTO/LTM	LTO/LTM

2.5.1 Discovery or Conceptual Phase.

The discovery or-conceptual phase includes the preliminary evaluation of a problem and potential solution. Projects grow out of problems or opportunities. They can originate with higher management, a customer, a situation, or some other agency. When a decision is made to do something about the problem, the seeds for the project are planted.

2.5.2 Investigating or Planning Phase.

The investigating or planning phase is the next phase after the identification of a problem. This phase will require a comprehensive investigation, identification of contaminants and levels, alternatives available to solve the problem, formulation of the most feasible plan for resolving the problem and evaluation of resources required to implement the selected plan. The phase also establishes a realistic estimate of time, cost, and performance parameters. The culmination of the investigation/planning phase results in a decision document typically approved by regulators, customers and the public.

2.5.3 Remedial Design Phase.

In the remedial design (RD) phase, key actions occur that determine the final cost, schedule, and quality needs of the project. RD includes project plans, design analysis, specifications and cost estimates.

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WHAT IS A PROJECT MANAGER?

2.5.4 Remedial Action (Construction) Phase.

The construction or RA phase for environmental/HTRW projects demands a high activity level and a large commitment of resources. During this phase, the project management team must work together closely to coordinate all the elements of the project. This involves a number of responsibilities - controlling work in progress to see that it is carried out according to plan, providing feedback to USACE upper management, the customer, and those working on the project; dealing with contractors, vendors and suppliers to ensure that materials, supplies, and services are available and are committed in the appropriate sequences; dealing with regulatory agencies; and resolving differences among the various players in the project.

2.5.5 Long Term Operations and Long Term Maintenance (LTO/LTM) Closeout Phase

LTO/LTM projects may typically consist of the testing for satisfactory operation and performance prior to turn over to the customer or others for operation and/or long term sampling and analysis of a monitoring system, such as groundwater monitoring wells. The PM is expected to monitor project fiscal closeout, resolve any final claims on project funds, and oversee the proper disposition of remaining funds, property, and equipment. For environmental projects, the closeout phase can extend for many months or years to continue operation and maintenance/monitoring of installed systems.

2.6 Management.

Webster defines manage as "to control and direct; to conduct; guide; administer." A manager is "one who manages; directs. A person who conducts business affairs with economy." The USACE PM should meet all of these requirements. To do this, the PM must be technically oriented and be conversant with the many technical disciplines. So not only must the PM manage in the usually accepted, non-technical sense of the word, but the PM must also make timely decisions that are legally, contractually, and technically correct that affects the assigned project. There is no textbook answer to the question, "what's right?". The many volumes written on management philosophy cannot be distilled and a standard USACE philosophy established. The management style that best suits your needs and accomplishes your mission is the philosophy you should adopt. Be flexible and don't hesitate to change if you find a better way.

2.7 Getting the Job Done.

The mark of a successful PM is the ability to get the job done. From the very onset of a project through its completion, the PM must apply leadership, influence, and power, to attain the desired goals.

2.7.1 Leadership.

Leadership is an attribute that can be developed if you are sincere in your relationship with others. Contrary to the myth that leaders are born, not trained, you can develop leadership skills that will permit you to get the job done in the most expeditious manner without yielding on important points. In leadership there is always room for

HTRW PROJECT MANAGER SOP

WHAT IS A PROJECT MANAGER?

2.7.1 **Leadership.** (Cont'd)

compromise. Leaders lead by example, hard work, treating others with respect and dignity, and using strong communication skills.

2.7.2 **Influence.**

The successful PM is technically aware, however ensures through delegation and influence that technical disciplines make the technical decisions, with guidance from customer requirement and regulatory input. The successful PM makes all team members feel their input is necessary, that their input is listened to and implemented, with the knowledge that the PM is still overall in charge of the project. The PM must influence a team to achieve the goals outlined by the customer with little or no supervisory control.

2.7.3 **Power.**

The PM is responsible for all activities, however, the PM has limited or no authority. This requires "perceived" power, influence and leadership to accomplish the customer goals. The PM, through the input of the technical team, develops the project scope of services, schedule and budget. The PM is responsible for negotiation and award of a contract and of oversight of an in-house design. The PM oversees a contract and authorizes contract payments. The PM is overall responsible for project execution and through this process attains a certain status of power among team members. Successful PMs do not use power as a weapon, but as a tool to successfully execute a project.

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ENVIRONMENTAL (HTRW) LAWS AND REGULATIONS

3.0 Environmental (HTRW) Laws and Regulations.

It is essential that the PMs understand the Environmental (HTRW) Laws and Regulations, which HTRW projects must follow and stay within compliance. A detailed description of Environmental (HTRW) Laws and Regulations is included in Enclosure 2.

3.1 Regulated Waste Terminology.

The PM must become quickly aware of HTRW laws and regulations, particularly RCRA and CERCLA. Generally, CERCLA was implemented to regulate clean ups of past activities. RCRA regulates present management of hazardous waste activities. The most important set of terms is the definitions of regulated items under the various environmental acts. These are summarized below.

Regulated Waste Terminology

TERM	DEFINITION
Hazardous Waste	A RCRA defined item that is a subset of Solid Wastes.
Solid Waste	A RCRA term that includes solids, liquids and gases.
Hazardous Substance	A CERCLA term that includes all Hazardous Wastes and other substances
Hazardous Material	A term defined by the Department of Transportation (DOT), used for the regulation of shipment by vehicle, train or vessel.
Hazardous Chemical	An Occupational Safety & Health Administration (OSHA) term that requires the preparation of a Material Safety Data Sheet (MSDS).
Extremely Hazardous Substance	A term included in the Superfund Amendment and Reauthorization Act (SARA) Title III Emergency Planning and Community Right to Know (EPCRA) regulations
Toxic Substance	Regulated item under the Toxic Substances Control Act (TSCA)

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ENVIRONMENTAL (HTRW) LAWS AND REGULATIONS

3.2 **Basic RCRA Regulatory Programs.**

The basic RCRA regulatory structure includes the following items:

- Regulations governing the permitting and performance of transporters of hazardous wastes.
- Requirements for hazardous waste generators. These regulations are some of the most extensive of all environmental regulations in the number of facilities that they impact. They include hazardous waste definitions and requirements for labeling, handling, storage, and manifesting of hazardous wastes.
- Requirements for Temporary, Storage and Disposal (TSD) facilities that treat, store for over 90 days, or dispose of hazardous wastes.
- Regulations for installation and maintenance of Underground Storage Tanks (USTs) that contain hazardous substances or petroleum products.

3.2.1 **Solid Waste Management Unit (SWMU)/ Corrective Action Management Unit (CAMU).**

Under the programs described above, RCRA has certain authorities and abilities to require facilities to implement Corrective Actions (CA), where EPA or an authorized state determines action is necessary. Before discussing these authorities it is necessary to review two additional definitions.

- A SWMU is any area which solid wastes (not necessarily Hazardous Wastes) have been placed at any time, regardless of whether the placement was intentional. Also included are areas at which solid wastes have been "routinely and systematically" released. The definition of a SWMU is important because certain authorities are restricted to these areas. SWMUs are identified at the beginning of the RCRA CA process - the RFA.
- A CAMU is an area within a facility that is designated by the US Environmental Protection Agency (EPA) for the purpose of implementing CA requirements under RCRA. CAMUs are identified in the CMS phase and their primary purpose is to describe areas in which hazardous wastes can be managed without triggering the RCRA Land Disposal Restrictions.

3.2.2 **RCRA PHASES.**

As discussed in Chapter 2, below are the RCRA phases:

- RCRA Facility Assessment (RFA)
- RCRA Facility Investigation (RFI)
- Corrective Measures Study (CMS)
- Correctives Measures Implementation (CMI)
- Interim Stabilization Measure (ISM)
- LTO/LTM

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ENVIRONMENTAL (HTRW) LAWS AND REGULATIONS

3.3 **Basic CERCLA Regulatory Programs.**

The CERCLA regulatory program includes the following elements:

- Spill Reporting. Facilities are required to report any releases of Hazardous Substances that exceed the Regulated Quantities (RQs) promulgated in the CERCLA regulations.
- National Contingency Plan (NCP). The NCP establishes the standards and procedures for the EPA and/or Coast Guard to respond to any past or present releases of Hazardous Substances. All responses must be in conformance with one of the two authorities provided under the NCP - Removal Authority or Remedial Authority.
- Defense Environmental Restoration Program (DERP). DERP is established under the authority of CERCLA and includes both a funding mechanism and procedures for the remediation of releases of Hazardous Substances from military facilities. By the direction of CERCLA and DOD policy, DERP actions will be implemented consistent with the NCP.
- Emergency Planning and Community Right to Know (EPCRA). EPCRA is Title III of CERCLA, and was created because of the Superfund amendments (SARA). It includes its own lists of regulated substances, and has spill reporting, emergency planning, and storage reporting requirements related to those lists.

3.3.1 **CERCLA Response Triggers.**

There are two mechanisms that can trigger the CERCLA response process. A Federal facility can be listed on the Federal Docket; or a private facility can be listed on the Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS). The only difference between the two lists is the facilities that they include (the listing criteria are the same):

- Reported Release - the facility has reported a release of a hazardous substance under one of the reporting requirements of CERCLA;
- TSD - the facility is permitted, or has applied for a permit, to treat, storage, or dispose of hazardous wastes;
- Generator - the facility has a generator's identification number for use in manifesting hazardous waste away from the site; or
- Other Reports - EPA can list a facility in response to any other reports of hazardous waste activity on, or releases from the site.

For facilities on CERCLIS, EPA will evaluate whether or not they warrant inclusion on the NPL. Following the evaluation, EPA can use their Remedial Authority to implement a response if they are on the NPL, or they can use their Removal Authority (regardless of the listing status of the facility).

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ENVIRONMENTAL (HTRW) LAWS AND REGULATIONS

3.3.1 CERCLA Response Triggers. (Cont'd)

DOD facilities on the Docket are investigated under the DERP regardless of their listing status on the NPL. Inclusion on the NPL does, however, involve EPA in the response process.

3.3.2 CERCLA PHASES.

As discussed in Chapter 2, below are the CERCLA phases:

- Preliminary Assessment/Site Investigation (PA/SI)
- Remedial Investigation/Feasibility Study (RI/FS)
- Remedial Design (RD)
- Remedial Action (RA)
- Interim Remedial Action (IRA)/Time Critical Removal Actions (TCRA)
- LTO/LTM

3.4 Key Differences Between RCRA and CERCLA.

The various response requirements have differences in their authorities, applications and procedures. The RCRA legislation includes a provision whereby EPA can delegate the authority for RCRA regulations to an approved State. A State so delegated then has the power to implement all of the CA programs under RCRA. CERCLA and the SARA amendments contain no State authority provision similar to RCRA. As a consequence, a State may enact a Superfund-type law whose provisions are similar to or more stringent than those of CERCLA, but the basic provision of CERCLA will always take precedence under conditions (i.e., at sites) where both apply. States are also free to enact "mini-Superfund" laws that establish Superfund-type provisions for remediation of non-NPL sites.

3.4.1 Applications.

- The RCRA CA procedures usually apply to specifically identified facilities, such as TSD facilities under 3004u and 3008h, or regulated underground storage tanks under 9005. The application of CERCLA is much broader. Any Facility on CERCLIS or the Federal Docket is required to initiate the CERCLA process.
- CERCLA is commonly thought of as regulating past activities while RCRA regulates the present management of hazardous wastes. That statement is generally but not invariably true. For example, a private facility with a reportable release today would be placed on the CERCLIS, and CERCLA process would

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ENVIRONMENTAL (HTRW) LAWS AND REGULATIONS

3.4.1 **Applications.** (Cont'd)

have to be initiated. Conversely, a facility that stored hazardous wastes for a period exceeding 90 days back in 1989 should have obtained a RCRA Part B storage permit, and the State could require the facility to implement a CA under RCRA authority. Facility operators should therefore recognize that time frame is not always a good indicator of which process will apply.

- RCRA CA requirements may be invoked whether or not the site is on the NPL. Most typically, RCRA CA is required when the owner or operator of a RCRA TSD facility is applying for a permit. It is at the point of permit issuance that the Federal or State RCRA authority will require CA against typically the owner of the facility. If the government is no longer the current owner of the facility (i.e., FUDS) to be permitted, it is unlikely that a RCRA order would be issued directly to the government. However, it should be noted that if the private owner is issued a RCRA order, that owner might turn to the government to remediate for past contamination.

- There are three other types of RCRA orders that may be issued. While these orders are not tied to permit issuance, typically they are issued to the owner or operator of the current facility. Again, the current owner may request the government to remediate their portion of a RCRA order if the government caused the contamination specified for cleanup.

3.4.2 **Procedures.**

RCRA and CERCLA have differences in their procedures for implementing responses. In particular, CERCLA has the following unique features:

- Initiation. Federal facilities will perform their own PA/SI. The State or EPA performs the PA/SI when no PRP is available. Under RCRA, the State or EPA performs the RFA.

- NPL. CERCLA has the NPL, with its associated formal site ranking program for prioritizing work. RCRA has no comparable ranking system.

- Remedies. CERCLA has certain statutory preferences regarding the selection of remedies that are not included in RCRA. For example, CERCLA has a built in preference for permanent remedies and requires that remedies comply with ARARs. RCRA has no comparable requirement.

- Exemptions. On-site CERCLA remedies are exempted from compliance with the administrative elements of other laws and regulations; RCRA CAs are not.

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ENVIRONMENTAL (HTRW) LAWS AND REGULATIONS

3.4.3 RCRA/CERCLA Comparison.

The comparison of RCRA and CERCLA remediation processes is illustrated below:

RCRA Process	CERCLA Process
RCRA Facility Assessment	Preliminary Assessment Site Investigation
No RCRA Process Equivalent	Hazardous Ranking System scoring National Priorities List
RCRA Facility Investigation	Remedial Investigation
Corrective Measures Study	Feasibility Study
Statement of Basis/Response to Comments	Record of Decision
Corrective Measures Implementation	Remedial Design Remedial Action
Modify RCRA Part B Permit	NPL De-listing

3.5 Determining the Applicability of RCRA and CERCLA.

In determining which of the various programs might apply to a facility, the project or facility manager must examine the authorities of each program and identify those that include the facility operations. The following table summarizes those programs and the types of facilities that are covered.

Statutory Cleanup Authorities

Statute	Program	Facilities	Funding
CERCLA	Superfund	Private/Abandoned	PRP/Superfund
	DERP	Active Installations Formerly Used Sites	DERA
RCRA	CA	Permitted TSD Interim Status TSD Imminent Hazard	Facility/DERA
	USTs	Underground Tank Releases	Facility/DERA
	Subtitle C Closure	TSD Facilities after use	Facility

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ENVIRONMENTAL (HTRW) LAWS AND REGULATIONS

3.6 **Other Applicable Environmental Laws.**

- National Environmental Policy Act (NEPA) of 1969.
- Clean Water Act (33 USC 1251-1387).
- Clean Air Act (42 USC 7401-7671).
- Toxic Substances Control Act (15 USC 2601-2671).
- Safe Drinking Water Act (42 USC 300).
- Occupational Safety and Health Act (29 USC 651-667).
- Endangered Species Act (16 USC 1541-1544).
- National Historic Preservation Act of 1966 (16 USC 470-470w-6).

3.7 **Applicable Army/USACE Regulations and Manuals.**

These Regulations and Manuals can be found at <http://www.usace.army.mil/inet/usace-docs/>.

- Army Regulation (AR) 200-1, Environmental Protection and Enhancement.
- Engineer Manual (EM) 381-1-1, USACE Safety and Health Requirements Manual.
- Engineer Regulation (ER) 5-1-10, Corps-Wide Areas of Work Responsibility
- Engineer Regulation (ER) 5-1-11, Program and Project Management
- Engineer Regulation (ER) 10-1-2, U.S. Army Corps of Engineers Divisions and District Offices
- Engineer Regulation (ER) 1110-1-263, Chemical Data Quality Management for Hazardous Waste Remedial Activities.
- Engineer Regulation (ER) 1110-3-1301, Engineering and Design, Cost Engineering Policy and General Requirements for Hazardous, Toxic and Radioactive Waste (HTRW) Remedial Action Cost Estimates.
- Engineer Regulation (ER) 1110-1-8153, Ordnance and Explosives Response
- Engineering Regulation (ER) 1110-3-109, Corps-Wide Centers of Expertise Assigned to MSCs and Districts.
- Engineering Regulation (ER) 1140-1-211, Support For Others

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U.S. ARMY CORPS OF ENGINEERS (USACE) ORGANIZATION AND MISSION

4.0 **U.S. Army Corps of Engineers (USACE) Organization and Mission.**

4.1 **USACE Vision.**

The USACE vision statement says the U.S. Army Corps of Engineers will be the world's premier engineering organization. Trained and ready to provide support anytime, any place. A full spectrum Engineer Force of high quality, dedicated soldiers and civilians: a vital part of the Army; the Engineer team of choice – responding to our Nations needs in peace and war; a values-based organization – Respected, Responsive and Reliable. The master strategy for making this vision a reality has three goals. These goals, to revolutionize effectiveness, seek growth opportunities and invest in people, must be strived for at all levels of the Organization. The PM should always be mindful of the Vision and the goals of the USACE as we do our job.

4.2 **USACE HTRW Structure and Organization.**

4.2.1 **USACE – Headquarters (HQUSACE).**

The USACE is headquartered in Washington, D.C. The HQUSACE Organization Chart is shown at Enclosure 3. The Directorate of Military Programs acts as the USACE National Program Manager for all assigned HTRW implementation action. HQ USACE is responsible for developing, coordinating and proposing program policy, technical guidance, and funding and manpower. HQ USACE oversees and execute USACE activities through seven (7) USACE Divisions (see Enclosure 4), twenty-nine (29) USACE Districts, eight (8) USACE Division Laboratories, and three (3) separate Field Operating Agency (FOA) Laboratories.

4.2.2 **USACE – Northwestern Division.**

The Northwestern Division (CENWD) is comprised of five Districts and is managed out of two Regional offices in Portland, Oregon and Omaha, Nebraska. The Division boundaries and organization chart are shown at Enclosure 5.

4.2.3 **USACE - Centers of Expertise (CX).**

The USACE has developed nationwide Center for Expertise (CX) for specific highly technical areas of technical capabilities. The CENWO PM will encounter at a minimum HTRW cleanup criteria that typically will require coordination with the HTRW CX. In addition, Ordnance-Explosive (OE) may be encountered on a project that will require coordination, and in some cases approval, with the OE CX. Missions and function statements are contained in ER 1110-3-109, Corps-Wide Centers of Expertise Assigned to MSCs and Districts. ER 1110-3-109 can be found at <http://www.usace.army.mil/inet/usace-docs/>

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U.S. ARMY CORPS OF ENGINEERS (USACE) ORGANIZATION AND MISSION

4.2.3.1 HTRW CX.

The USACE nationwide Center for Expertise (CX) for all HTRW activities is within CENWO. The structure and contacts in the HTRW CX are provided at Enclosure 6. More information on the HTRW CX can be found on their Web site at <http://w3.environmental.usace.army.mil/>.

4.2.3.2 Ordnance and Explosives (OE) CX.

The OE CX is located in Huntsville, AL in the Huntsville Service Center. ER 1110-1-8153 is the regulation that establishes roles and responsibilities for USACE elements in managing and executing OE response actions. ER 1110-1-8153 can be found at <http://www.usace.army.mil/inet/usace-docs/>.

4.2.4 USACE - CENWO.

CENWO is an approved HTRW design center for the execution of HTRW projects. The scope of the HTRW mission spans from the preliminary assessment and investigation of an HTRW site to remediation or cleanup, including long term operation and maintenance. Enclosure 7 provides information on CENWO such as boundaries, and key points of contact. CENWO HTRW PMs are part of the HTRW Branch of the Planning, Programs, and Project Management (PPPM) Division. Detailed HTRW Branch information can be found on our Web site at <http://w3.nwo.usace.army.mil/html/pm-h/homefeb.htm>. Enclosure 8 has specific information on the HTRW Branch including its current goals, work resources and capabilities. The USACE role is to support the customer to execute the assigned task. Usually projects accepted by USACE require an executable action (i.e., investigation, feasibility study, design, etc.). These tasks are widely varied and depend on the specifics of a project and the degree of involvement the customer demands. As a USACE HTRW Design District, CENWO is assigned all HTRW pre-remedial action and remedial action workload within the CENWO geographic boundaries, mission assignments (described below) and HQ USACE approved non-mission assignment customers, such as the Air Force Air Combat Command (ACC).

4.2.5 USACE - Construction Districts.

The local geographic USACE district, with the exception of Rapid Response (RR) activities, is responsible for contract administration and project oversight of all HTRW RA projects. The Fort Crook Area office administers and provides oversight of RR contracts.

4.3 USACE Mission Assignments.

The USACE currently has two HTRW mission assignments. The HTRW activities falling outside the two following mission assignments are considered non-mission assignment HTRW Work for Others.

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U.S. ARMY CORPS OF ENGINEERS (USACE) ORGANIZATION AND MISSION

4.3.1 **Superfund.**

The U.S. Environmental Protection Agency (EPA) is tasked with the administration of the Superfund law, which is officially known as the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA). EPA is also responsible for the execution of the Superfund cleanup program. There are ten (10) EPA Regions responsible for Superfund cleanup actions and clean up responsibilities are generally divided by the local HTRW Design Center's geographic area of responsibilities. CENWO is assigned EPA Regions V (located in Chicago, IL) and Region VIII (located in Denver, CO).

4.3.2 **Defense Environmental Restoration Program (DERP).**

DERP is divided into two major clean up programs. DERP includes Formerly Used Defense Sites (FUDS) and active Department of Defense (DOD) installations or sites, the latter otherwise called the Environmental Restoration Program (ERP). Under the active DOD ERP, USACE provides HTRW mission assignment assistance to Army commands and HTRW non-mission assignment assistance to Air Force (AF) commands upon request.

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HTRW PROGRAMS

5.0 **HTRW Programs.**

CENWO manages and executes several HTRW programs. Each program has a different customer and thus has different reporting requirements, funding mechanisms, and customer expectations, program emphasis and initiatives. PMs should consult with their respective CENWO Program Manager in better understanding programmatic requirements.

5.1 **Superfund.**

The Superfund legislation was enacted by Congress in 1980 and has been amended in subsequent years. The Superfund legislation mandates that both Federal and non-Federal agencies remedy uncontrolled HTRW sites caused by past and unregulated practices and to respond to other HTRW incidents not otherwise addressed. Through Executive Order 12580, dated 23 January 1987, the EPA was assigned responsibility, discretion and authority to respond to or enforce necessary actions to clean up any release of HTRW into the environment. The EPA and USACE entered into an Interagency Agreement (IAG) to implement and enforce the Superfund Program. Upon EPA request, USACE will manage design, construction and related tasks of Federal Lead projects and may provide other technical assistance to EPA in support of response actions, such as State Lead projects and Enforcement Lead projects. Currently, the CENWO serves EPA Region V and VIII. The other eight (8) EPA Regions are served by other approved USACE HTRW Design Districts.

5.2 **Defense Environmental Restoration Program (DERP).**

In December 1983, DERP was formally established in the Defense Appropriations Act (Public Law 98-212). DERP is a multi-component program for the evaluation and cleanup of contamination at Department of Defense (DOD) installations located with the 50 United States, District of Columbia, Puerto Rico, Guam, Samoa, U.S. Virgin Islands, Northern Marianas and trust territories under U.S. jurisdiction. DERP is implemented in a manner consistent with CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). The DERP program currently includes the following:

- Environmental Restoration Program (ERP). The ERP, formerly the Installation Restoration Program (IRP), provides for the identification, investigation and cleanup of active DOD installations for which DOD is responsible for hazardous substance releases to the environment.

- Formerly Used Defense Sites (FUDS). The FUDS program identifies, investigates, evaluates and cleans up contamination, unexploded ordnance, unsafe buildings and debris removal at properties formerly under DOD ownership or control at the time the environmental problem occurred. The FUDS program is exclusively managed by USACE. A DERP FUDS PM Manual is located at <http://w3.nwd.usace.army.mil/pm/derp/fmhome.htm>.

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HTRW PROGRAMS

5.2.1 Army ERP.

The Army's ERP is a comprehensive program to identify, investigate and cleanup contamination at active Army installations, including off-site migration. The program is focused on cleanup of contamination associated with past Army activities. The objective of the ERP is to clean up contaminated sites consistent with CERCLA and the NCP. The PMs primary customer in the Army ERP is the Installation Commander, who generally delegates authority to the Installation's Remedial Project Manager (RPM). The RPM is responsible for executing the ERP at their installation. The installations program future ERP activities and directly fund USACE. The USACE is the primary service center for the Army; however, the Army installations do have choices as far as the execution of their HTRW mission.

5.2.2 Air Force ERP.

The Air Force's ERP, like the Army ERP, is a comprehensive program to identify, investigate and cleanup contamination at active Air Force installations, including off-site migration. The program is focused on cleanup of contamination associated with past Air Force (AF) or Army Air Corps activities. The objective of the ERP is to clean up contaminated sites consistent with CERCLA and the NCP. The AF delegates program management authority at the MAJCOM level. The AF Installation Base Commanders are responsible for management and execution of their ERP. Funding of ERP activities vary with each MAJCOM. CENWO is the primary service center for the Air Combat Command (ACC); however, the AF MAJCOMS and installations do have choices as far as the execution of their HTRW mission. The primary service centers are the USACE, Air Force Center for Environmental Excellence (AFCEE) and DOE's HAZWRAP contractors. The AF ERP is considered non-mission assignment work for USACE.

5.2.3 FUDS.

DOD's role is to ensure the FUDS policy and management of the overall program is consistent with CERCLA and the NCP. DOD delegated the execution of the FUDS program through HQ Army to the USACE. The HQ USACE is responsible for the overall FUDS environmental restoration program. Each HTRW design district is responsible for prioritization, programming and execution of their FUDS program with their designated geographic boundaries. HQ USACE funds activities based upon prioritization of all FUDS projects. There are essentially five types of FUDS projects:

- HTRW cleanups, which are consistent with CERCLA and the NCP.
- Containerized HTRW. Includes underground storage tanks (UST), above ground storage tanks (AST), transformers, etc.
- Ordnance and explosive waste (OEW) projects including environmental response actions for all forms of military munitions and chemical warfare materials.
- Building demolition/debris removal (BD/DR).
- Potential Responsible Party (PRP) sites where DOD may share potential CERCLA responsibility for the hazardous cleanup on eligible FUDS sites.

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5.3 **Environmental Quality (EQ).**

Environmental Quality is defined as the Pollution Prevention, Conservation and Compliance pillars of the Army Environmental Strategy, which is the framework for ensuring that environmental considerations are included in the Army mission. The programs supported by USACE are:

(1) Pollution Prevention includes any reasonable mechanism that avoids, prevents, or reduces pollutant discharges or emissions. Technical support from a USACE District is available for the following:

- Emergency Planning and Community Right to Know Act (EPCRA)
- Toxic Release Inventory (TRI) Reduction
- Affirmative Procurement
- Installation & MACOM P2 Plans
- Hazardous Substance Management System (HSMS) Implementation

(2) Conservation refers to the wise use, improvement and protection of natural and cultural resources. Technical support from a USACE District is available for the following:

- Natural & Cultural Resources Management
- Pest Management
- Integrated Training Area Management (ITAM)
- Conservation
- National Environmental Policy Act (NEPA)

(3) Compliance with environmental regulations is one way to measure successful environmental management. Technical support from a USACE District is available for the following:

- Hazardous Waste Management
- Solid Waste Management
- Storage Tank Management

5.3.1 **Army EQ.**

The Army's Environmental Quality program consists of Pollution Prevention, Conservation and Compliance at Army installations. The local geographic USACE District's are available to each installation for support.

5.3.2 **Air Force EQ.**

The Air Force does not have an Environmental Quality program, however, it does have Pollution Prevention, Conservation and Compliance programs at all Air Force installations. The local geographic USACE District's are available to each Air Force installation for support.

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5.4 **Base Realignment And Closure (BRAC).**

Legislation was passed in 1988 to develop an independent commission to study and recommend bases for realignment and closure. In 1990, the Base Closure and Realignment Act was passed which established the independent Defense Base Closure and Realignment Commission. This committee evaluated DOD recommendations for realignment and closure and forwarded their recommendations directly to the President. The President either fully accepted or rejected the proposal. If the President approved, this list was then forwarded to Congress for a similar approval/rejection process. After each enactment, DOD and the Services had up to 2 years to initiate the closure process and a total of 6 years to complete. There are two broad areas defined in BRAC – Mission Drawdown/Transfer and Real Property Disposal. The impacted environment areas of concern are National Environment Policy Act (NEPA) environmental assessments and impact statements included under Mission Drawdown/Transfer and Environmental Restoration under Real Property Transfer. Property cannot be transferred until it is clean.

The BRAC installations are responsible for the process of planning and executing environmental activities in response to releases of hazardous substances, pollutants, contaminants, or hazardous solid wastes. Similarly, in response to federal and State laws, all installations are responsible for their own environmental compliance programs. A variety of restoration and compliance plans and regulatory agreements serve to govern the scope and timing of multiple investigations and associated decision-making at these installations. Additionally, base-wide Environmental Impact Statements (EISs) and Environmental Baseline Surveys (EBSs) have been or are being prepared for each BRAC installation. Collectively, these documents and an AFBCA Program Review form the basis for the development of a Base Cleanup Plan that would be available for transfer to the community.

The BRAC Cleanup Plan (BCP) process centers on a single goal: expediting and improving environmental response actions in order to facilitate the disposal and reuse of a BRAC installation, while protecting human health and the environment. To meet the environmental challenges associated with this goal and to facilitate the implementation of remedial actions. The BRAC Cleanup Team will prepare a dynamic Master Schedule of planned and anticipated activities to be performed throughout the life of all environmental programs and reconcile the priorities of parcel reuse with the need to protect human health and the environment

- Address how the results of EBSs and EISs will interface with ongoing environmental programs
- Determine how the EBS data will be updated and separated by parcel for attachment to a Finding of Suitability to Transfer (FOST), a Finding of Suitability to Lease (FOSL), or transfer to another federal agency
- Find ways to accelerate environmental cleanup

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5.4 **Base Realignment And Closure (BRAC).** (Cont'd)

- Integrate ongoing activities being conducted under multiple environmental programs into a comprehensive, expedited, and centralized response effort
- Make Installation parcels available for reuse in conjunction with economic redevelopment.
- Account for all contaminated sites, summarize their status, identify overlapping cleanup phases, and clearly define the appropriate regulatory program and process under which each is being addressed

5.4.1 **Army BRAC.**

The Army's BRAC program is essential managed by each installation through their command. The installation has its choice of service centers. The local USACE HTRW Design District is available to each installation for support.

5.4.2 **Air Force BRAC.**

The Air Force's BRAC program is essential managed by each installation through Air Force's Base Conversion Agency (BCA). The BCA has strongly encouraged installations to utilize AFCEE as their service center, however, installations, with the proper justifications, may choose other service centers, including the local USACE HTRW Design District.

5.5 **Ordnance and Explosives Response.**

In conjunction with it's other HTRW programs, the USACE is responsible for managing environmental restoration in the specialized field of Ordnance and Explosives (OE) at DERP FUDS sites and for providing OE services to other customers (e.g. ERP, BRAC, etc.) as requested. The U.S Army Engineering and Support Center, Huntsville (USAESCH) is designated as the USACE OE MCX and as an OE Design Center. Three USACE Districts have been identified as OE Design Center candidates (Baltimore, Sacramento & Omaha) and are currently going through the Mentoring process with USAESCH. For CENWO OE FUDS projects, the USAESCH will have lead execution roles, unless mentoring. For Non-FUDS projects, CENWO PMs must use the CENWO Safety Specialist and/or the USAESCH. Each USACE Division has been requested to designate OE Removal Action Districts in accordance with ER 1110-1-8153, which can be found at <http://www.usace.army.mil/inet/usace-docs/>. CENWO has a signed Memorandum of Agreement (MOA) designating CENWO as an approved OE Removal District by CENWD and USAESCH. Deb Kobler is the CENWO OE Point of Contact.

5.6 **Environmental Work For Others.**

ER 1140-1-211, Support For Others, establishes the official guidance for evaluating, accepting and performing environmental Support For Others (SFO) assignments from

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5.6 Environmental Work For Others. (Cont'd)

non-DOD customers. The ER further states that the primary objective of the USACE SFO program is to provide a quality product, on time and within the established budget. This is the USACE PM priority for any work performed, but it is a must for SFO work, as these customers have choices as to their service center. SFO work shall be those physically located within CENWO boundaries, unless otherwise approved through CENWD and HQUSACE. Once a work assignment with a SFO is approved, a Memorandum of Agreement (MOA) between Agencies shall be developed that outlines funding process, reporting, disputes, and detailed roles and responsibilities. Past, current and/or potentially future SFO customers are, but not restricted to the following list:

- Department of Energy (DOE)
- Federal Aviation Administration (FAA)
- Federal Emergency Management (FEMA)
- Farms Services Agency (formerly Farmers Home Administration (FmHA)
- National Aeronautics and Space Administration (NASA)
- Bureau of Land Management (BLM)
- National Park Service (NPS)
- U.S. Fish & Wildlife Service (USFWS)
- EPA
- General Services Administration (GSA)
- Many other Federal Agencies
- State Agencies
- Local Governmental Agencies

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PROJECT EXECUTION TOOLS

6.0 Project Execution Tools.

The PM is required to utilize the Project Execution Plan (PEP) process to corporately determine the best project execution option. The PM is responsible for authoring the "Draft" PEP which provides specific project details and briefing the PEP Board on project issues. The PEP Board is comprised of representatives from Contracting, Engineering, Construction, Real Estate, Resource Management Divisions, the Small Business Advocate and Office of Counsel. The PEP Board will reach consensus and recommend to the Deputy Commander the recommended execution method. The PM will prepare the "Final" PEP with Signature sheet. The officially signed PEP document will reside in the Contracting file for that project. A sample PEP is found in Enclosure 9.

6.1 Project Execution Plan (PEP).

The PEP process will consider each project requirement and find the most effective and efficient process to execute the work and meet the project goals. The large number of variables in each project, both internal and external, can make that a difficult process. The PM, in drafting the original PEP, should address all contracting and in-house execution options. CENWO has a tremendously talented and experienced technical staff that is capable of performing in-house activities. Another form of in-house teams is the use of technical support from multiple Districts called "Virtual Teaming". CENWO also has a large toolbox of HTRW environmental service contracts that are available to help execute the project and meet customer needs. The PM must become familiar with these tools and recommend to the PEP the best options to fit the specific project needs. The following paragraphs provide specific detail on project execution tools available to the HTRW PM.

6.1.1 In-House Design.

CENWO may determine, or the customer may request, that because of the type of project and capabilities that a particular project should be executed by in-house forces. The PM must lead this team as he would lead a project executed through a contract. The PM should follow the specific guidelines outlined in Chapter 8 - Project Execution for Pre-Remedial Action. Primarily, the PM should develop a scope of services, schedule and budget that is agreed to by the in-house technical team and the customer.

6.1.2 U.S. Army Corps of Engineers "Virtual" Teams.

There are occasions in which multiple Districts or Federal Agencies form a team that is lead by the PM. In this case, communication is a premium. The PM should follow guidelines outlined in Chapter 8 - Project Execution for Pre-Remedial Action. The PM should again develop a scope of services, schedule and budget that is agreed to by the entire "virtual" team and the customer.

6.1.3 Contracting Capabilities.

The PEP process will typically indicate a specific type of contract (i.e., Architect-Engineering (A-E), Indefinite Delivery Type (IDT) contract). It is the PMs responsibility

HTRW PROJECT MANAGER SOP

PROJECT EXECUTION TOOLS

6.1.3 Contracting Capabilities. (Cont'd)

to select the appropriate contract and to task the technical team to develop a scope of service, schedule and estimate that is agreed to by the customer. A complete list of all existing CENWO HTRW contracts is given in the HTRW Contract Capability Chart shown in Enclosure 10. This chart will give you the contract type, contractor name, number and expiration date, available capacity, point-of-contact and other information about the contract. Pre-selected contracts with other DOD or federal agencies may also be available if the other agency is agreeable and a Memorandum of Understanding (MOU) on transferring capacity can be worked out. A specific contractor can usually provide you a list of options on how you can access their services if the customer has requested and justified their contractor of choice.

6.1.3.1 A-E Indefinite Delivery (AE-IDT) Contracts.

AE-IDT contracts are used when there is recurring demand for an item, but the timing and/or full extent of the demand is not certain. The contract establishes all the terms that are sure; however, delivery orders are not placed until the need arises. This type of contract is used extensively by USACE in procuring investigative and design services of a recurring nature. In recent years HQ USACE has placed emphasis on supporting the customers through use of AE-IDT contracts to obtain design and investigative HTRW services. AE-IDT contracts have a base contract with negotiated hourly rates for specific disciplines and associated overhead rates. AE-IDT contracts are limited by time, geographic area, total dollar amount, and potentially delivery order amount. Work is accomplished by individually negotiated delivery orders. AE-IDT contracts help by reducing the time and expense involved in selecting a contractor each time a contract is needed to support a customer. Procurement of an A-E IDT contract is a relatively quick process and has the following major milestones or activities:

- Receive directive from customer
- PEP decision
- Select contractor from AE-IDT list
- Contractor notified
- Request For Services with Labor Funding PR&C sent to technical team for the development of the scope of services
- Request For Proposal forwarded with scope of services to contractor
- Site visit and scope clarification (when necessary)
- Request For Services with Labor Funding PR&C sent to technical team for the development of the Independent Government Estimate
- Independent Government Estimate developed and approved
- Contractor's proposal received
- Request For Services with Labor Funding PR&C sent to technical team for technical analysis of Contractor's proposal
- Technical analysis forwarded to the Contracting Officer
- Negotiations

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PROJECT EXECUTION TOOLS

6.1.3.1 A-E Indefinite Delivery (AE-IDT) Contracts. (Cont'd)

- Contract Awards Board approval (if over \$500,000)
- Contract award
- Notice to Proceed (NTP)

6.1.3.2 Site-Specific A-E Contract.

Like most USACE A-E contracts, site-specific A-E contracts are normally firm fixed-price types under which the both parties agree that the A-E assumes full responsibility for the performance costs and resulting profit. The A-E, under this arrangement, assumes the maximum risk with the government having a minimum administrative burden. No adjustment in price after award is contemplated for the original scope of work; therefore, the A-E is under maximum cost control incentive. The initiation of a site-specific A-E contract varies from an A-E IDT contract because all elements of the contractor's cost must be addressed. In a Site Specific A-E contract, 1) the direct labor costs per hour, 2) overhead on direct labor, 3) general and administrative (G&A) costs, 4) subcontractor management fee, 5) profit and other fees must be negotiated prior to award. In contrast, an A-E IDT contract deals with these costs once, as they are negotiated in a base contract and the negotiation of each subsequent delivery order addresses only the level of effort in terms of A-E man-hours and direct subcontractor and material charges. The site-specific A-E Contract procurement process is similar to the A-E IDT procurement process outlined in Paragraph 6.1.3.1, with the exception that the site-specific A-E contract is advertised for a specific project(s) and/or location(s), A-Es submit their technical qualifications and USACE performs a technical evaluation (not cost). This process has already taken place with an A-E IDT prior to determination of the use of that contract tool. Once the Contractor is notified, the site-specific A-E contract process is identical to the A-E IDT procurement.

6.1.3.3 Purchase Orders.

Purchase orders are a contracting tool for quick awards of small projects (less than \$100,000). A scope of services is provided to three firms capable of doing the work and a contractor is selected based on the proposals received. When there is justification for using a particular firm, a sole source justification can be written and a contract negotiated directly with that firm, with Contracting Officer approval.

6.1.3.4 Environmental Services Contract (ESC).

These type of contracts fall under North American Industry Classification System (NAICS) Code 562910 and allows a broad range of environmental remediation services, including investigations, studies, designs and remedial actions. The ESC can be either an IDT or site-specific contract.

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PROJECT EXECUTION TOOLS

6.1.3.5 Total Environmental Response Contracts (TERC).

The CENWO has five (5) TERC contracts as shown in Enclosure 10. The TERC contract is a "cradle to grave" cost reimbursable contract. Similar to an IDT, there is a base contract with individually negotiated delivery orders. The intent of the TERC contract is to remediate very large projects or DOD installations, but should not preclude the PEP process from determining a more efficient contracting execution method for smaller specific projects within that large project or installation. The TERC contract requires the PM to work more closely with the contractor and the project technical team in the development of project scope, schedule, "target" cost and cost management. Please refer to Enclosure 11, the TERC Management Plan, for more specific details.

6.1.3.6 Preplaced Remedial Action Contracts (PRAC).

The PRAC is essentially a Remedial Action (RA) IDT contract, as it has a base contract with individually negotiated delivery orders. The PRAC can be either a fixed-price or cost reimbursable type contract. The less defined the scope of services, the more appropriate it is to use a cost reimbursable type contract. The PRAC was developed to expedite the somewhat lengthy advertisement and award process for RA projects. It also places a technically pre-qualified RA firm in position to negotiate a 90% completed set of plans and specifications.

6.1.3.7 Invitation for Bids (IFB).

The IFB is typically a competitive sealed bid lump sum type RA solicitation. It requires a 100% set of plans and specifications. The IFB is usually somewhat lengthy process as the bidders are usually given 30 to 45 days to bid, a period of time is required to ensure the low bidder is responsive and responsible, and IFBs have potential for lengthy bid protests.

6.1.3.8 Competitive Construction Request for Proposal (RFP).

A RFP can be used for RA services. Selection process is lengthy, as potential contractors are typically given 30 to 60 days to submit and a USACE evaluation team may require 30 to 60 days to evaluate. RFPs are generally focused on a firm's technical qualifications, capabilities and ability to perform the work, as well as cost. Again, there is a potential for lengthy protests.

6.1.3.9 Rapid Response (RR).

These RR contracts are managed by the Fort Crook Area Office of CENWO and are used primarily for time critical removal actions. Typically, these contracts are used when a regulator or customer demands immediate source removal to protect human, health and the environment. RR contracts are IDT type RA contracts that can be fixed-price or cost reimbursable. Due to the usual unknown nature of the cleanup and the expediency required to perform the cleanup, cost reimbursable is the preferred contract type. Individual delivery orders are negotiated and are managed in the field by the Fort Crook Area office on-site construction representative. Rapid Response cleanups typically are 2 to 3 months in duration.

HTRW PROJECT MANAGER
SOP

PROJECT EXECUTION TOOLS

6.1.3.10 **Long Term Operation/Long Term Maintenance (LTO/LTM).**

This service contract is essentially an IDT with individually negotiated delivery orders to execute LTO/LTM activities.

6.1.3.11 **Contract Capacity Through Other USACE Districts.**

This is an option for the PM; however the contract teams must be closely evaluated (i.e., HTRW technical qualifications, contract capacity available, geographic boundaries, customer limitation, etc.). It is highly recommended that a Memorandum of Agreement (MOA) be developed between Districts with input from Contracting Division and the Office of Counsel.

6.1.3.12 **Contract Capacity Through Other Federal Agencies.**

The same concerns apply to this effort as to using other USACE District contracts. In this case, however, it is mandatory that a MOA be signed between agencies.

6.2 **Small and Small Disadvantaged Business Emphasis.**

Small and small disadvantaged business contracts are extremely important to the District HTRW program. CENWO attempts to award a significant percentage of prime contracts to small and small disadvantaged businesses in order to meet USACE mandated floors and support the small business community. These contracts are essentially indefinite delivery contracts but with a reduced overall contract amount. These contracts may also be used as either fixed-price or cost reimbursable contracts. In addition to the contractors identified in the Contracting Capability chart, other small disadvantaged contractors can be utilized if they have the capability to do the work and are registered with the Small Business Administration (SBA). The SBA has a web site to assist in identifying these firms at <http://www.pro-net.sba.gov/pro-net/search.html>.

PROJECT MANAGER SOP

PROJECT EXECUTION PHASES

7.0 **Project Execution Phases.**

The PM is responsible for the execution of projects. Using the project execution tools described in Chapter 6.0 – Project Execution Tools, the PM is well equipped to properly plan, manage and execute the following project phases:

- Discovery (conceptual)
- Investigation (planning)
- Remedial Design
- Remedial Action (construction)
- Long Term Operation/Long Term Maintenance (LTO/LTM) (closeout)

7.1 **Pre-Remedial Action.**

The Discovery (conceptual), Investigation (planning) and Remedial Design phases are specifically addressed in Chapter 8 – Project Execution for Pre-Remedial Action.

7.2 **Remedial Action.**

The remedial action phase is addressed in Chapter 9 – Project Execution for Remedial Action and in Chapter 10 – Project Execution for Rapid Response.

7.3 **LTO/LTM.**

The LTO/LTM phase is outlined in Chapter 11 – Project Execution for Long Term Operation (LTO) and/or Long Term Maintenance (LTM).

HTRW PROJECT MANAGER SOP

PROJECT EXECUTION FOR PRE-REMEDIAL ACTION

8.0 **Project Execution for Pre-Remedial Action.**

The PM is responsible for the execution of the project. It is very satisfying for a PM to have a project that is properly planned, managed and ultimately executed, which results in an extremely satisfied customer. The following discussion will address in general terms the typical steps in the successful management of an HTRW project in the phases prior to Remedial Action, which include discovery, investigation and remedial design.

8.1 **Typical Project Management Process.**

The following outline provides the typical project flow for Pre-Remedial Action projects:

- Project acceptance (Funds and work assignment received)
- Project Team Development
- Kick off meeting (Distribute project information)
- PEP
- Develop scope of services, budget and schedule
- Develop Project Management Plan (PMP) (See following paragraph for details)
- Finalize scope of services, budget and schedule
- If In-House Design, oversee scope, schedule and budget as if contracted.
- If contracted:
 - Request for Proposal (RFP) to Contractor if IDT
 - If site-specific A-E, advertisement and selection process, then RFP to Contractor
- Develop Independent Government Estimate (IGE)
- Receipt of Contractor's Proposal
- Develop Technical Analysis
- Negotiate a Fair and Reasonable Cost
- Request For Authority to Award (If applicable)
- Contract Review Board (If over \$500,000)
- Award Contract
- Monitor project scope, schedule and budget
- Necessary upward reporting
- Partnering with customer, contractor and regulator (If applicable)
- Restoration Advisory Board support (If applicable)
- Receipt and coordination of review of submittals/deliverables
- Conduct review conferences, as necessary
- Final deliverable review coordination and approval
- Contractor invoice reviews and recommendations for payment
- Input into contractor performance
- Begin next follow-on action.

HTRW PROJECT MANAGER SOP

PROJECT EXECUTION FOR PRE-REMEDIAL ACTION

8.2 **HTRW Project Management Business Process.**

This process will outline the development of the Project Management Plan (PMP) and is discussed in Enclosure 12. The PMP provides a better understanding of project details to all project team members by furnished a plan in an organized manner. The PMP communicates project scope of services, schedule, budget, team members, roles and responsibilities to project team members. The PMP is a plan which documents all project phases of execution. The PMP is a living document that is updated periodically as the project is executed. The following is to be included, at a minimum, in the PMP

- Task description, including customer, brief project history, location, general description of project and nature of contamination.
- Names and information of the Project Delivery Team.
- Names and information for customer, regulators and contractors.
- Funding source, contract name and number, contract amounts, and cost to complete estimates.
- Execution schedule
- Supporting documents such as PEP, Scope of Services and other technical support documents.

8.3 **Project Execution Plan (PEP).**

As discussed in Chapter 6, the PEP is a decision document in which CENWO elements and the local geographic Construction district, with customer input, determine the proper HTRW project execution method.

8.4 **Funding Issue/PR&C.**

The PM is responsible, in coordination with the appropriate Program Analyst, in developing project funds account and issuing Request for Services (RFS) (sample included in Enclosure 13) to technical staff with a PR&C (sample included in Enclosure 14). The PR&C will provide the specific cost code, schedule, and budget for the execution of the assignment. PR&C guidance is furnished in Enclosure 15. The PR&C, in conjunction with the RFS, is necessary in acquiring any in-house services.

8.5 **Scope of Services (SOS).**

The PM shall request the technical staff to prepare a scope of services based upon the customer's request and funding. In the event of an in-house design, it is still recommended that the PM develop a generic scope of services with schedule and budget. In conjunction with the request to develop a contractor's scope of services, it is generally good business practice to determine estimated schedule and budget for the contractor. A sample scope of services is included in Enclosure 16.

HTRW PROJECT MANAGER
SOP

PROJECT EXECUTION FOR PRE-REMEDIAL ACTION

8.6 **Request For Proposal (RFP).**

On contracted efforts, a RFP letter, with a scope of services, is sent to the selected contractor. The contractor is typically given 30 days to submit a proposal to the Contracting Officer for negotiations. A sample RFP letter is included in Enclosure 17. If time allows and the contractor is agreeable, it is a good idea to perform a site visit and a scope of services clarification meeting prior to proposal submission. It must be made clear to the contractor that this effort, in most cases, is not reimbursable under the contract. However, it is to the contractor's benefit, as well as the PM, to clearly understand the project requirements.

8.7 **Independent Government Estimate.**

While the contractor is preparing its proposal, the PM requests that the technical team develop a government estimate based upon the scope of services and schedule. A government estimate must have a cover sheet signed by the PM and their immediate supervisor, as shown in Enclosure 18, and submitted to the Contracting Division prior to receipt of the contractor's proposal. Government Estimates are not for public information and must have a "For Official Use Only" cover.

8.8 **Technical Analysis.**

The Contracting Officer will forward the contractor's proposal to the PM for technical analysis. Upon receipt of the contractor's proposal from Contracting Division, the PM shall coordinate a technical analysis of the proposal with the project technical team. A technical analysis report will be developed as the basis of negotiation. A sample of a Technical Analysis Report is at Enclosure 19.

8.9 **Negotiations.**

Contracting Division will provide a negotiator and the PM will support the negotiations. On occasion, technical team members will also be present for negotiations. A contractor may be asked to resubmit a proposal or to discuss the scope of services in detail, if the proposal is significantly different (higher or lower) than the government estimate. During or upon completion of negotiations, a revised government estimate may be required by Contracting Division. The Contract negotiator, in conjunction with the PM, will develop a Price Negotiation Memorandum (PNM), which will document the negotiation process. If the cost exceeds \$500,000, the Contract negotiator will forward the PNM and supporting documentation to a Contract Awards Board for review prior to submitting to the Contracting Officer (CO) for approval of the contract.

HTRW PROJECT MANAGER SOP

PROJECT EXECUTION FOR PRE-REMEDIAL ACTION

8.10 **Post Award Project Management.**

The contract will include the project scope of services, schedule and contractual amount. The PM will typically conduct project meetings for the following:

- Draft, draft final, and/or final review conferences for assessments, investigations and/or studies
- 30, 60 and/or 90% review conferences for designs
- Any required meetings identified in the scope of services, such as:
- Town Hall/public type meetings
- Meetings with regulators
- Periodically required meetings
- Invoice Review and Approval – The contractor will submit periodic (generally monthly) invoices with explanation of work performed, which the PM must review prior to payment. Resolution of any disputes concerning payments should be coordinated by the PM. The PM must be aware that certain contracts fall under the Prompt Pay Act and delays in payment may result in interest penalties for the Government.

HTRW PROJECT MANAGER SOP

PROJECT EXECUTION FOR REMEDIAL ACTION

9.0 **Project Execution for Remedial Action.**

The PM has now completed (or is soon to complete) the phases leading up to the actual RA. There are several RA contract tools, such as TERC, PRAC, IFB and RFP. The following paragraphs will provide specific details.

9.1 **HTRW Project Management Business Process.**

A Project Management Plan (PMP) is required, as discussed in Chapter 8 and shown in Enclosure 12. The Plan will communicate project scope, schedule, budget, team member, roles and responsibilities to project team members.

9.2 **Project Execution Plan (PEP).**

As discussed in Chapter 6, the PEP is a decision document in which CENWO elements, with input from the customer, determine the proper HTRW project execution method. A RA may have a PEP conducted in the pre-RA phases to expedite the RA project.

9.3 **Funding Issue/PR&C.**

The PM, in coordination with the program analyst, is responsible to ensure adequate contract funding has been furnished by the customer and that funds accounts were set up and a RFS issued for preparation of government estimate and any evaluation boards, if necessary.

9.4 **Plans and Specifications.**

Plans and Specifications will be required for all RA contract options. TERC and PRAC will not require a fully 100% completed plans and specifications. An IFB and RFP will require 100% completed plans and specifications. The IFB and RFP will require a Commerce Business Daily (CBD) advertisement, an advance notice to prospective bidders, a minimum 30 day proposal development period and a bid opening. The IFB will be awarded to the lowest bidding firm that is responsive and responsible. The RFP will require an evaluation board to review proposals based upon qualifications, capabilities, and abilities to perform the work and cost.

9.5 **Site Tour/Bidders Conference.**

It is highly recommended that the PM coordinate with the Construction Field Office and Contracting Division to conduct a Site tour and hold a Pre-Bid Conference for prospective bidders. The PM, Construction Division Representative and Contract Representative (if required) must be fully knowledgeable of the project and prepared to answer project questions.

HTRW PROJECT MANAGER
SOP

PROJECT EXECUTION FOR REMEDIAL ACTION

9.6 **Independent Government Estimate.**

Cost Engineering shall prepare an Independent Government Estimate (IGE) for RA, based upon a RFS and Funding PR&C from the PM with Plans and Specifications.

9.7 **Award Process.**

- TERC and PRAC will require negotiations based upon the contractors proposal and an independent government estimate. A technical analysis is developed to support the negotiations.

- The IFB is a sealed competitive bid that will be awarded to the firm submitting the lowest bid that is responsive and responsible.

- The RFP will require USACE to develop a Source Selection board to analyze the proposal. Proposals are evaluated typically for technical capability, ability to perform work and cost. The Source Selection board will typically request best and final offers from the top proposers after preliminary discussions with those firms.

9.8 **Post Award Project Management.**

Once the project is awarded, the local USACE construction office will administer the contract and provide construction oversight and inspection. Submittal reviews will be required of the PM from the Construction Field Office.

HTRW PROJECT MANAGER
SOP

PROJECT EXECUTION FOR RAPID RESPONSE (RR)

10.0 **Project Execution for Rapid Response.**

If the PM has an immediate need for source removal or time critical removal action, it is recommended to investigate using the RR contract mechanism. PMs should contact Mr. John Kirschbaum immediately to determine if project details meet the RR criteria. RR is basically a RA IDT with negotiated delivery orders. The Fort Crook Area Office administers RR delivery orders and provides construction over sight.

10.1 **Project Execution Process.**

A PEP is required for this action to determine if it is to be executed by the RR contract. If so, the PM should coordinate with the Fort Crook Area Office to determine appropriate levels of PM involvement and customer concerns.

10.2 **Project Communication and Closeout.**

The Fort Crook Area Office Representative is required to submit periodic reports, as negotiated, to the PM and customer and project status. The contract also requires a Project Closeout Report.

HTRW PROJECT MANAGER
SOP

PROJECT EXECUTION FOR LONG TERM OPERATION (LTO) AND/OR LONG
TERM MAINTENANCE (LTM)

11.0 Project Execution for Long Term Operation (LTO) and/or Long Term Maintenance (LTM).

As sites are being cleaned up, regulators and/or customers often require LTO/LTM services. Typical projects requiring LTO/LTM services are groundwater pump & treat systems or processes used to monitor site conditions. LTO/LTM generally require more than one year to complete.

11.1 PEP process.

LTO/LTM will require a PEP to determine appropriate execution.

11.2 Project Management Actions.

LTO/LTM will require a PMP, scope of services, schedule and budget. The LTO/LTM will follow the procurement process similar to an IDT by requesting a proposal with a scope of services, developing an independent government estimate, technical analysis and negotiations.

11.3 Reports.

Periodic reports, as required by the regulators and agreed to by the customer, will be submitted and require technical team review.

HTRW PROJECT MANAGER SOP

ADMINISTRATIVE POLICIES AND PROCEDURES

12.0 **Administrative Policies and Procedures.**

There are many upward reporting and administrative requirement for the PM. The following outline those administrative requirements.

12.1 **Monthly Project Review Board (PRB) Input.**

ER 5-1-11 requires USACE District/Division to provide project status for monthly PRBs. This important process is utilized to forecast workload and contract awards, monitor funding levels and award status, report on programmatic issues, and project issues and successes. A sample monthly HTRW PRB Notes is included in Enclosure 20.

12.2 **Customer Surveys.**

The PM is responsible for customer care. Feedback from the customer is requested via annual customer surveys. These annual customer satisfaction surveys are extremely important as it allows our customers an opportunity for valuable feedback regarding the services CENWO provides. The survey allows the customer to identify their expectations and areas of improvement for CENWO. A customer survey form is included in Enclosure 21. The PM will be required to hand deliver the customer survey form to the customer. It is important for the PM to fully explain the value of the customer survey form and encourage its completion.

12.3 **Construction Division Notification Process.**

- Construction Division should always be requested to participating in the PEP by the PM.
- Construction Division should be included/coordinated with in scope development and deliverable review.
- Construction Division will perform review of Design Deliverables.
- Construction Division will assist with or conduct site visits and Pre-Bid Conferences.

12.4 **Trip Reports.**

It is recommended that the PM document trip activities in the form of a trip report. A sample trip report is included in Enclosure 22.

12.5 **Document Reproduction/Reviews.**

The PM will either reproduce or have the contractor reproduce documents and submit to the appropriate reviewers. The PM will collect all deliverable comments and coordinate a review conference or handle through oral or written communications.

HTRW PROJECT MANAGER SOP

ADMINISTRATIVE POLICIES AND PROCEDURES

12.6 **Fact Sheets.**

It is always a good idea to develop fact sheets and periodically update. Customers generally like periodic updates, and fact sheets are an excellent briefing tool. A sample Fact Sheet is included in Enclosure 23.

12.7 **Financial Management.**

Guidance for the PM on funds management can be found in the Project Manager Guide to Funding Authorities and Financial Issues. This Guide is also located at:

<http://www.nwo.usace.army.mil/html/rm/pmguide.htm>.

HTRW PROJECT MANAGER
SOP

RECOMMENDED HTRW PM TRAINING

13.0 **Recommended HTRW PM Training.**

The following listing of training classes are the recommended PM training courses for CENWO PMs.

<u>Class Name</u>	<u>Source/Duration</u>	<u>Recommendations</u>
<u>HTRW Overview</u> Pre-Requisites: Good introductory class for new PMs.	PROSPECT/20 Hrs	Highly Recommended
<u>HTRW Risk Management</u> Pre-Requisites: HTRW Overview and Laws & Regulations completed, plus 1 yr PM Experience.	PROSPECT/20 Hrs	Highly Recommended
<u>AE Contracting</u> Pre-Requisites: GS-11 or above with negotiation and/or administration of AE contract duties.	PROSPECT/36 Hrs	Highly Recommended
<u>Project Teambuilding</u> Pre-Requisites: GS-12 or above with 2 years or more PM experience.	PROSPECT/36 Hrs	Highly Recommended
<u>Project Mgmt for HTRW&OE</u> Pre-Requisites: HTRW Overview and Laws & Regulations recommended prior to this class.	PROSPECT/36 Hrs	Highly Recommended
<u>Environmental Laws & Regulations</u> Pre-Requisites: Good introductory class for new PMs.	PROSPECT/36 Hrs	Highly Recommended
<u>40 Hrs S&H for HW Sites</u> Pre-Requisites: Mandatory for personnel directly involved in hazardous waste site activities. Must be medically evaluated prior to taking this class.	PROSPECT or others	Highly Recommended
<u>8 Hour Refresher Course</u> Pre-Requisites: First requisite is the 40 Hrs S&H for HW Sites completed. Subsequent refreshers must be taken in a 3 year period. If individual is to enter "exclusion" zone on site, 8 Hour Refresher Course must be current.	In-House/8 Hrs	Mandatory
<u>LEAD Training</u> Pre-Requisites: Target audience is PMs and first time supervisors.	In-Hse/5 days	Highly Recommended
<u>Media Training</u> Pre-Requisites: A must for our PMs. PAO Class if offered approx. twice a year.	In-Hse/3 Hrs	Highly Recommended
<u>Public Involvement – Comm. Skills</u> Pre-Requisites: PMs potentially involved with public involvement (RABs, Meetings, etc.)	PROSPECT/36 Hrs	Suggested

HTRW PROJECT MANAGER SOP

RECOMMENDED HTRW PM TRAINING

<u>Class Name</u>	<u>Source/Duration</u>	<u>Recommendations</u>
<u>Negotiating, Conflict Management and Dispute Resolution</u>	PROSPECT/36 Hrs Pre-Requisites: PM should have more than 4 years of experience.	Optional
<u>Human Resources Mgmt. I thru IV</u>	PROSPECT/36 Hrs each Pre-Requisites: GS 11 and above. Class is for managers likely to become supervisors. It is not necessary for students to take HRM courses in numeric order. PMs may select any or all as needed.	Recommended
<u>Customer Outreach Workshop</u>	PROSPECT/16 Hrs Pre-Requisites: Valuable to all Corps personnel engaged in outreach and business development.	Recommended
<u>Geotechnical Aspects of HTW Sites</u>	PROSPECT/36 Hrs Pre-Requisites: Good PM course. Class discusses traditional & innovative geotechnical investigations and design methods used at hazardous waste sites.	Suggested
<u>HTRW CERCLA and RCRA Remediation Process</u>	PROSPECT/28 Hrs Pre-Requisites: Min. 1 year experience.	Highly Recommended
<u>TERC Task Order Admin.</u>	PROSPECT/28 Hrs Pre-Requisites: HTRW Overview completed. Good course for PMs who manage TERC contracts.	Suggested
<u>Ordnance and Explosives (OE) Response Workshop</u>	PROSPECT/32 Hrs Pre-Requisites: Class is for PMs working on OE projects. The workshop provides an overview of USACE's OE cleanup activities.	Suggested
<u>Ordnance Response Projects at Chemical Warfare Materiel (CWM) Sites</u>	PROSPECT/24 Hrs Pre-Requisites: Class is for PMs working on OE projects with CWM activities. The workshop provides an overview of USACE's CWM cleanup activities.	Suggested
<u>Information Technology Courses</u>	In-House/varies Note: Computer training will be a continuing need as automation processes are constantly being expanded and improved. The Omaha District HR offers a number of computer related training (Word, Power Point, Excel, and others) in Omaha at a very cost effective price. Classes are requested at the beginning of the Fiscal Year (through a District-wide survey) and scheduled at various dates during the year.	Highly Recommended

HTRW PROJECT MANAGER
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RECOMMENDED HTRW PM TRAINING

<u>Class Name</u>	<u>Source/Duration</u>	<u>Recommendations</u>
<u>Communication Related Courses</u> Note: Communication related training such as "Assertive Communication", "Briefing Techniques", "Listening Skills", "Effective Writing", "Interpersonal Communications", "Conflict Resolution", and "Team Building" are offered by the District HR office at very cost effective prices. Same as IT classes, a District-wide survey is conducted at the beginning of each fiscal year, and scheduled at various dates during the same year.	In-House/varies	Highly Recommended
<u>Organization Leadership for Executives (OLE)</u> with 12 to 18 months of experience.	ALMC/80 Hrs Pre-Requisites: Recommended for Managers and Supervisors	Highly Recommended
<u>Personnel Management for Executives (PME I)</u> First Line supervisors GS 13-14 or employees designated as team leaders. Civilians GS-12 will be accepted on an exception basis only.	ALMC/9 days Pre-Requisites: Must have completed OLE. Designed for	Recommended
<u>Personnel Management for Executives (PME II)</u> people.	ALMC/5 days Pre-Requisites: Completion of PM I at least 2 years prior. GS-13 and above First priority will be given to individuals who currently supervise/manage	Optional
<u>PROMIS</u> Note: USACE's Project Management Information System (PROMIS) is under development and until HQUSACE comes out with a new version, no training will be planned at this time. PMs need to be aware that PROMIS will be a PM requirement for upward reporting in the future.	In-House/TBD	Highly Recommended

In addition to formal classes listed above, PMs are encouraged to pursue self-development activities such as professional certification, membership in professional organizations and graduate level education.

HTRW PROJECT MANAGER
SOP

ENCLOSURES

14.0 **ENCLOSURES.**

The following are the enclosures referenced in this HTRW PM SOP:

<u>Enclosure No.</u>	<u>Description</u>
1	ER 5-1-11, Program and Project Management
2	Environmental (HTRW) Laws & Regulations
3	HQ USACE Organizational Chart
4	USACE Division
5	Northwestern Division Boundaries/Organizational Chart
6	HTRW CX
7	Omaha District (CENWO)
8	CENWO HTRW Goals Resources and Capabilities
9	Project Execution Plan (PEP)
10	CENWO HTRW Contract Capability Table
11	TERC Management Plan
12	Project Management Plan (PMP) Guide
13	Sample Request For Services (RFS)
14	Sample PR&C
15	PR&C Guidance
16	Sample Scope of Services
17	Sample RFP letter
18	Sample Independent Government Estimate
19	Sample Technical Analysis
20	Sample HTRW monthly PRB Notes
21	Customer Survey Form
22	Sample Trip Report
23	Sample Fact Sheet

HTRW PROJECT MANAGER STANDARD OPERATING PROCEDURE (SOP)

ENCLOSURES

CEMP/CECW

DEPARTMENT OF THE ARMY
U.S. Army Corps of Engineers
Washington, D.C. 20314-1000

ER 5-1-11

Regulation
No. ER 5-1-11

27 February 1998

Management
PROGRAM AND PROJECT MANAGEMENT

1. **Purpose.** This engineer regulation establishes philosophy, policy, and guidelines for management of all programs and projects assigned to the U.S. Army Corps of Engineers (USACE).
2. **Applicability.** This regulation applies to all USACE Activities. It takes precedence over all other USACE regulations, circulars, directives, letters, memoranda, and operating procedures with respect to program and project management. Operational guidance that may be issued from time to time must conform to the precepts of this regulation.
3. **References.**
 - a. AR 11-2, Management Control.
 - b. ER 5-1-10, Corps-wide Areas of Work Responsibility.
 - c. ER 10-1-2, U.S. Army Corps of Engineers Division and District Offices.
 - d. ER 37-1-24, Operating Budgets
 - e. ER 37-2-10, Accounting and Reporting for Civil Works Activities.
 - f. ER 37-345-10, Accounting and Reporting for Military Activities
 - g. ER 1110-1-12, Quality Management.
4. **Distribution.** Approved for public release, distribution is unlimited.
5. **General.**
 - a. The Program and Project Management Business Process (PMBP) is the corporate

This regulation supersedes ER 5-7-1 (FR), Project Management, 30 September 1992.

27 Feb 98

management approach for execution of all USACE programs and projects.

(1) It is the intent of USACE to employ a management system that makes the entire USACE entity a project management oriented organization focused on business processes that are uniform throughout the command. In the past, USACE's management approach to delivering quality projects to its customers revolved around cooperative interactions between function oriented (stovepipe) organizations. More recently, a new system of project management was built around yet another organization (Programs and Project Management Division (PPM)), created for the purpose of integrating the efforts of the functional organizations. Projects were accomplished by having each organizational element manage its resources to produce products that, when combined, became the total project. This concept continued to emphasize traditional stovepipes, allowed for management layers by having project managers (PM) and technical managers with often overlapping responsibilities, did not include certain important mission elements (Operation & Maintenance, General, for example), and did not effectively integrate program management. This approach created management redundancies, accountability questions, and did not always produce horizontally integrated work.

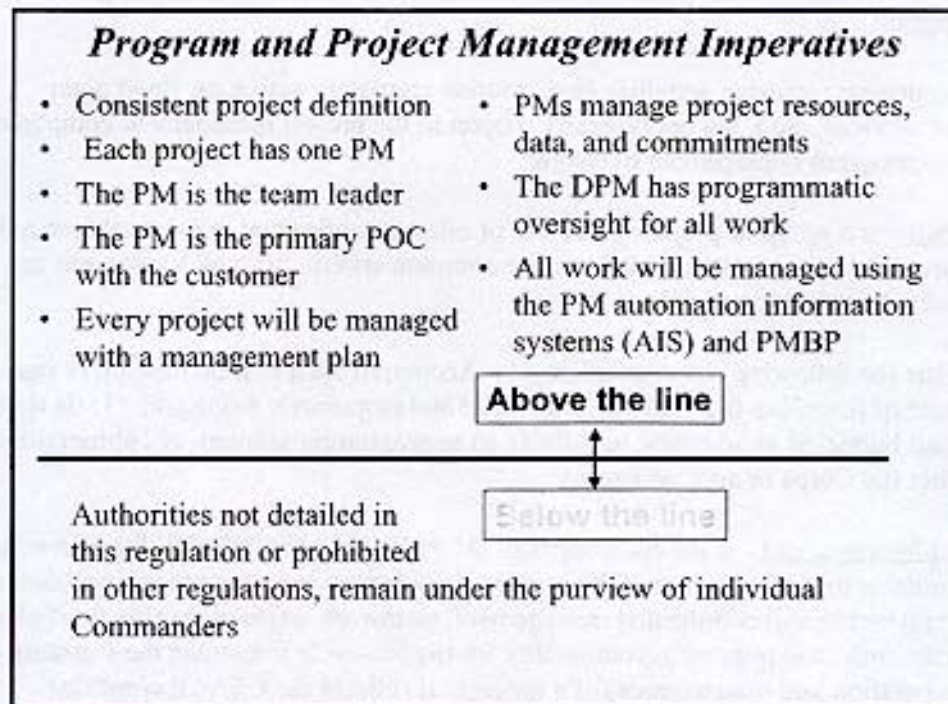
(2) While not mandating a process whereby all the resources are placed under the direct supervision of the PM, this new regulation reflects a paradigm shift to focusing attention on the program/project execution process, rather than the individual organizations. The Program and Project Management Business Process (PMBP) described in this regulation is the process by which all work is accomplished by USACE, without exclusion. The guidance in this regulation emphasizes the importance of project teams and the role of the project manager, whose focus is on the overall process and the members of the team, who are empowered to act on behalf of their functional organizations. It focuses attention on the end results -- execution of projects and programs, and customer satisfaction. This business process also integrates program management by requiring all work in the command to be under corporate oversight, and by centralizing programmatic information to give the Commander ready access to and one location for data, so appropriate corporate decisions can be made and resources managed effectively.

b. The USACE PMBP consists of two major components: the management of individual projects, i.e., project management; and the oversight of collective projects, activities and services derived from assigned missions, i.e., program management. It is the policy of USACE to apply the PMBP as defined herein to all projects. Further, principles of the program management component of the PMBP shall apply to all work.

c. This regulation focuses on USACE divisions and districts; however, the philosophies and requirements of the USACE program and project management business process embodied in this regulation are applicable to all USACE activities (i.e., laboratories, field operating activities

(FOAs), and centers). Each Commander has the responsibility for ensuring his or her organization is aligned to support the PMBP.

d. The representation below prescribes the essential elements of the USACE PMBP. These "above the line" requirements are to be followed across USACE. Authorities not detailed in this regulation or prohibited in other regulations, are considered "below the line" and remain under the purview of individual Commanders.



6. Definitions.

a. **Project** - is any work (products, services, etc.) intended to produce a specific expected outcome or solution to a customer problem or need. Customer, in this sense, is used in a broad manner and refers to discrete (even localized) entities, organizations internal or external to the Corps and, in some cases, the Nation as a whole.

A project has the following characteristics: (1) Requires the application of one or more of the following professional practice and knowledge areas: planning, engineering, construction, operations and maintenance, real estate, and environmental science. (2) Is performed by the Corps for a customer, either a specific entity or the Nation as a whole. (3) Has a defined scope, schedule, cost and criteria for performance measurement. Accordingly, the term "project" refers

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to work in the planning (preauthorization) stage, the engineering and design stage, the construction stage, the operation and maintenance stage or a combination of these. It also refers to certain one-time missions such as emergency response actions, high-visibility regulatory actions, stand alone real estate assignments, etc.

Specific projects will be identified and further defined by the appropriate Corps national program directors (i.e., Directors of Civil Works, Military Programs, Real Estate, or Research and Development), or by the District/Division Commander, if the project is not part of a larger USACE program.

Services comprising recurring activities (e.g., routine regulatory activities, flood plain management services, etc.), are not typically subject to the project management component but are subject to program management oversight.

b. **Program** - is a group of projects, services or other activities that may be categorized by funding source, customer requirements or other common criteria for which resources are allocated and collectively managed.

A program has the following characteristics: (1) Accomplishes a unified mission or purpose. (2) Utilizes a pool of resources that must be prioritized and corporately managed. (3) Is normally developed and budgeted as an entity, usually as an appropriation account, or appropriation line item, by either the Corps or another agency.

c. **Project Management** - is the component of the PMBP used by USACE for delivering individual projects to our customers. The project management business process embodies leadership, systematic and coordinated management, teamwork, partnering, effective balancing of competing demands, and primary accountability for the life-cycle (including the warranty period and, often, operation and maintenance) of a project. It reflects the USACE corporate commitment to provide customer service that is seamless, flexible, effective, efficient, and focuses on the customers' expectations, participation, and satisfaction, consistent with law and policy.

d. **Program Management** - is the component of the PMBP used by all USACE levels to manage a collection of similar projects, activities and services derived from assigned missions. It consists of the development, justification, management, defense and execution of programs within available resources, in accordance with applicable laws, policies, and regulations, and includes accountability and performance measurements. Under program management, the entire district's or division's programs, projects and other commitments are aggregated for oversight and direction by the organization's senior leadership. Program management takes project management to a greater level of interdependencies and broadens the corporate perspectives and responsibilities.

7. Program and Project Management Relationship.

a. Program management and project management are separate and distinct yet integral to one another. Throughout its life cycle, a project typically encounters many changes. Changes in program requirements can affect individual projects within that program; therefore, projects and programs share an interdependent relationship. The requirements defined in the PMBP apply to both program and project management because of this integrated nature.

b. Project management is normally performed at the USACE execution level (i.e., districts, FOAs, and laboratories, etc.). Program management is performed at all levels of the organization, with increased emphasis at levels above the execution level (i.e., MSCs, HQUSACE, etc.). This structure allows each management level to concentrate on issues and concerns of importance to the customer.

8. Organizational Relationships.

a. The strength of USACE is the professionalism, diversity and expertise of its people. It is this strength, demonstrated through a unified team effort, that provides quality in the projects and services the Corps delivers to its customers and to the Nation. Providing quality products is essential to corporate success and is a shared corporate responsibility. PMs and functional chiefs have a shared responsibility for quality of projects. Successful execution of quality projects requires that all functional elements and disciplines work together. The functional roles and responsibilities of division and district elements are provided in ER 10-1-2. Quality procedures, practices and tools are provided in ER 1110-1-12.

b. The District/Division Commander has the ultimate responsibility for each project and his or her district/division program as a whole. The Commander is accountable and responsible for ensuring that the actions and products of his or her staff produce the desired results.

c. The Deputy for Programs and Project Management (DPM) is the District Commander's civilian deputy. The DPM is responsible to the Commander for effective program and project management in the district, and oversees the PMBP. This deputy is responsible for the vertical and horizontal integration of products to produce the projects and manage the program for the district. The DPM is the senior civilian on the district staff who provides leadership to a corporate board comprising senior staff. The DPM provides continuity of corporate leadership in developing and assessing mission and work requirements and in developing corporate programs, plans, goals, and objectives. All work in the district program is assembled under the DPM's oversight so that priority decisions can be made corporately. To assist in reinforcing integrated teamwork, the DPM will provide input to the Commander concerning the performance of the functional chiefs for their contributions to project delivery.

At the division level, the Director of Programs Management provides the integrating assistance to the Division Commander and is the key division staff member for regional program development, justification, defense and execution oversight.

d. The chiefs of technical functions are responsible for developing and maintaining a professional, technically competent workforce; establishing and maintaining the necessary systems, technical processes and environment to produce quality products; providing the technical oversight to assure production of quality products; and serving as principal members of the district corporate board. The functional chiefs are also responsible and accountable for the quality of the organization's technical products, assigning qualified members to the project teams, keeping commitments made in management plans, and for ensuring that their technical processes produce the desired results.

e. The individual PM is assigned by the Commander or DPM and serves as an advisor and consultant to the corporate board and each of its members. The PM is responsible and accountable for successful completion and delivery of assigned projects to customers within established costs, schedules and quality parameters. For assigned projects, the PM is an extension of the Commander, keeping him or her, and the DPM, informed and integrating the individual efforts that make a project successful. The PM provides leadership to a multi-disciplined project team with responsibility for assuring that the project stays focused on the customer's needs and expectations and that all work is integrated and done in accordance with a management plan and approved business processes. The PM assures that the customer's interests are properly represented within USACE and serves as the primary point of contact between the customer and the Corps. The PM keeps the functional chiefs apprised of the customer's expectations and the status of the project's progress, assists in early identification and resolution of problems, and identifies where additional talent and effort may be required to meet the district's commitments established in the management plan. The PM can make district commitments within preassigned constraints as defined in the management plan in coordination with the functional elements.

f. The customer is responsible for providing USACE its project requirements with respect to budget, scope, quality, and schedule as well as any changes to these requirements. The customer is expected to be a part of the project team and to evaluate USACE performance. The customer is the client and as such is the party that must be satisfied with the USACE product, consistent with laws, policies and national priorities.

9. **Program and Project Management Business Process (PMBP).** The objective of the policies set forth in this regulation is to institute business processes that will enhance service to Corps customers, provide a focal point for interface with customers, place emphasis on completing projects and programs rather than just individual products or phases, and enhance USACE's reputation as the world's premier engineering organization. The changing nature of workloads and customers, and reduced resources demand that USACE employ business processes that will

permit the organization to more effectively leverage available resources across functional and geographic boundaries so that it can continue to produce high quality cost-effective services and products to customers and remain relevant and competitive in the future.

a. Key Elements in the PMBP.

(1) Project Manager - To ensure single point accountability for a project, the overall management and leadership of each project is to be placed in the hands of a single individual-- the Project Manager.

(a) The PM is the primary representative of the Commander for his or her project and is empowered through the DPM. The PM is the leader of the team assembled to execute a project, is responsible and accountable for insuring that the team takes effective, coordinated actions to deliver the completed project, and is the primary interface with the customer and among the functional elements. The PM is responsible for ensuring that the organization speaks with one voice by coordinating all matters relating to the project, and acting as the customer's representative within USACE to ensure requirements are conveyed, understood, and met.

(b) To effectively and efficiently deliver quality projects on time and within budget, the PM manages the project resources. The PM is responsible for facilitating corporate decision-making to ensure the products and services of the team meet the quality, expectations, and cost/schedule commitments made to the customer. All projects must be in compliance with applicable laws, policies, regulations, and customer requirements.

(c) The PM is responsible for optimizing corporate and customer resources and for across-the-board incorporation of lessons learned and success stories on similar initiatives. Technical members will complement this effort by incorporating lessons learned in their areas of responsibilities.

(d) Each project will have a single PM regardless of how many USACE organizations are represented on the team. Generally, this PM will reside at the geographic district. All work performed outside assigned geographical or functional responsibilities must be conducted in accordance with ER 5-1-10.

(2) Teamwork - USACE must act in unison across district and division boundaries to draw on its strengths regardless of geographical location. Project delivery and program execution must appear seamless to the customer. Each USACE level must commit itself to support project priorities and provide the necessary resources and fortitude to meet commitments made to customers. The DPM and his or her supporting staff must foster teamwork to establish universal linkages to facilitate seamless customer service. The PMBP must be flexible to accommodate customer requirements for service.

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(a) Project teams shall work in concert to deliver projects that are consistent with customer expectations and corporate needs. The PM will ensure that the direction and efforts of the team are unified, focused, and coordinated.

(b) Each member of the project team must keep his or her respective organizational element/functional chief informed at all times, especially of high priority or sensitive project issues.

(3) Customer Care - The key to customer care is meeting the customer's expectations within the limits of established policy, law, program, and project requirements. The PM is responsible for ensuring that the customer understands the PMBP, that USACE understands the customer's expectations, and that an effective and continuous interface is established and maintained regardless of where the work is being performed. The PM must inform the customer of all financing, contracting, policy, technical, and other project constraints, as well as integrate the customer's views throughout the process. The project team will place the highest priority on communications, service, safety, and customer satisfaction throughout the life of the project. Customer care also means executing assigned missions consistent with the national interest. Some projects may have multiple customers with conflicting requirements which require resolution and tradeoffs. Partnering sessions are effective methods of communications to resolve conflicts among multiple stakeholders, build service commitments, and assure customer satisfaction at critical stages of the project.

d. Business Practices.

(1) It is mandatory that all work activities assigned to the Commander are placed under centralized program management oversight by the DPM and his or her supporting staff. This will provide the Commander with one central location for programmatic information so corporate decisions can be rendered in a timely manner.

(2) A PM will be assigned by the Commander or DPM as soon as a work assignment is made. The PM will generally be assigned to the DPM/PPM organization. The management of a project of limited scope may be performed by an individual located in a functional organization. In this instance, this person is a PM and reports to the DPM concerning PM responsibilities.

(3) A project team will be formed early to identify the resources required to assure that completed projects are technically sound and cost effective. The project team shall consist of the customer(s), the PM, and multi-disciplined representatives from the technical/functional elements necessary to execute the project.

(4) The PM shall document and manage commitments to achieve the customer's expectations by obtaining agreement on project scope and requirements based on an awareness of applicable laws, policies, and regulations; technical soundness; environmental acceptability; safety and health

considerations; and schedule, budget, and resource constraints.

(5) Corporate automation information systems (AIS) for project and financial management shall be used to manage each project and program. Developing, defending and maintaining budgetary data and all other information necessary to manage a project is the responsibility of the PM. Supervision of this process, along with development and maintenance of all program data and oversight of the AIS, is the responsibility of the DPM. The DPM will also supervise the aggregating of program and project data so as to facilitate review and management recommendations by the district/division senior staff, and informed decision-making by the Commander.

(6) Each project shall be managed in accordance with a plan. This management plan must be developed by the PM with the customer and the other team members. The plan will be developed and maintained at a level of detail commensurate with the size and complexity of the project. It is a living, working level document that records the history, documents commitments by USACE and the customer, and depicts the future direction of the project. The management plan is a binding agreement among all elements supporting the project that details how the work will be executed and how resources will be expended. It defines the baseline scope, schedule, resources, including contingencies, and provides a configuration (change) management plan for the project. The schedule and funding levels shall be realistic and reflect overall program and budget constraints and realities. It will consider all project requirements including real estate, planning, design, engineering, construction, environmental, operations, and other types of work whether performed by USACE, customer, or by contract. The customer and the Project Review Board must approve the management plan and all subsequent changes that are beyond the PM's delegated authority.

(7) The controls placed on the management of each project shall be consistent with the risks (sensitivity, complexity, uncertainty, etc.) associated with that project and tailored to meet customer requirements consistent with national priorities and policies. This ensures efficient use of program resources.

(8) All projects will be periodically evaluated by the project team against the baseline requirements (scope, schedule and cost) established in the management plan. The PM has the responsibility to challenge work in progress, identify variances and evaluate alternatives. The project team's focus for meeting project execution goals is to maintain the baseline requirements in the management plan. Controls must be in place to facilitate timely corrective actions to ensure that changes do not exceed performance thresholds or limitations established by laws, policy or regulations. All changes within project resource requirements defined in the management plan will be approved by the PM.

(9) Staff responsibility for establishing and managing a system to track program and project commitments, thus ensuring they are kept, and for managing and approving reprogramming actions for all programs and projects belongs to the DPM. This responsibility includes assuring that all pertinent staff members fully understand and comply with the commitments and that the Commander is presented with information in a timely manner to permit required decision-making regarding these commitments.

(10) Fiscal Stewardship is making prudent financial decisions that consider all influencing factors such as technical issues, cost impacts, customer guidance, and applicable laws and/or regulations. Maintaining fiscal stewardship is a shared team effort. It requires all project team members to be responsive in meeting commitments in a timely manner. These responsibilities include, but are not limited to, maintaining fiscal integrity, receipt and management of customer funds, funds control, liquidation of obligations, labor charges, construction-in-progress (CIP) reporting, project audits and closeouts, transfers to plant-in-service, and timely return of any savings. The PM has the primary responsibility for fiscal integrity and authority to control project funds to ensure they are used appropriately and in accordance with the management plan. The PM, in coordination with appropriate functional elements, is also responsible for taking prompt action to correct problems identified from internal and external evaluations.

(11) The PM shall provide the customer with full disclosure of activities, appropriate access to meetings, explanation of the USACE business process and what is required of the customer. The PM will also provide timely response to inquiries/questions, fiscal and financial information (subject to disclosure rules on budgetary information), support the customer as the project or program proponent, and quality service and products while maintaining the budget and schedule for the project.

(12) The project team shall use appropriate techniques and tools to continuously improve customer service. For example, use of technologies developed by USACE research and development organizations may provide many opportunities to enhance technical processes.

(13) Project/Program Review Board (PRB) meetings shall be held periodically to keep senior management informed of progress, resolve issues and assess performance. PRBs comprise the Commander and his or her designated senior staff members. Customers should participate in PRB meetings as appropriate.

(14) Evaluating project performance produces opportunities to further improve Corps business processes, in terms of execution, productivity, cost effectiveness, streamlined processes, timeliness, quality standards, and customer service. Project experiences, including success stories, should be documented by the PM and the team to share lessons learned throughout the Corps.

10. Process Assessment.

a. Initiatives to improve program performance are encouraged. Guidance contained in this regulation encourages MSC Commanders and Directors to seek opportunities to leverage the total USACE as an organization to provide seamless support to all Corps customers. Information technology and leveraging research and development capabilities allow USACE to organize and deliver its products and services in innovative, cost-efficient ways.

b. Program Management at HQUSACE embodies USACE program and project management business process leadership, resourcing, execution oversight, development of training strategy and programs, equipping and empowering, and evaluations of trends and performance. In the case of the Civil Works Program, leadership and oversight of program development, defense and justification are also HQUSACE program management responsibilities. The Military Programs Directorate has similar responsibilities; however, the responsibility for program development is often shared with customers. HQUSACE continually assesses policies and guidance and periodically reviews MSC implementation of the USACE PMBP to evaluate effectiveness.

c. The MSCs shall establish and maintain documented procedures to implement this regulation through Program Review Boards and periodic site visits. The Director of Programs Management at MSCs will periodically review their own as well as their executing organizations' implementation of the USACE PMBP to evaluate the effectiveness of their quality assurance, efficiency, and execution.

d. Executing organizations (i.e., districts, FOAs, laboratories, etc.) shall periodically assess their project and program management processes and practices to ensure effective implementation of this regulation.

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11. Management Control Evaluation Checklists. Management controls, like quality controls, are the responsibility of the District Commander. The MSCs should provide oversight and quality assurance for districts. A management control checklist for the program and project management business process is provided in Appendix A. The Programs and Project Management organization in each district is responsible for completing the checklist at Appendix A-1; and the Directorate of Programs Management at the MSC is responsible for completing the checklist at Appendix A-2. No upward reporting is required. If a management weakness requires the awareness of the next higher level of management, it is a material weakness. Material weaknesses discovered are reported through the chain of command. The report must specify corrective actions taken or planned. The highest echelon receiving the report will evaluate the corrective actions, provide assistance, if needed, and track progress. Consult AR 11-2 for help in determining whether a weakness is material.

FOR THE COMMANDER:



ALBERT J. GENETTI, JR.
Major General, USA
Chief of Staff

1 Appendix
App A- Management Control
Evaluation Checklist:
App A-1- District Checklist
App A-2- MSC Checklist

APPENDIX A
MANAGEMENT CONTROL EVALUATION CHECKLIST

Appendix A-1. District Checklist

FUNCTION. The function covered by this checklist is USACE Program and Project Management.

PURPOSE. The purpose of this checklist is to assist programs and project management organizations in USACE districts in evaluating key management controls in the management of the project management business process. It is not intended to cover all controls.

INSTRUCTIONS. Become thoroughly familiar with the contents of the Program and Project Management ER and read paragraph 11 before completing the checklist. Answers must be based on actual testing of key management controls (e.g., document analysis, observation, sampling, simulation, other). Answers which indicate deficiencies must be explained and corrective actions indicated in supporting documentation. These management controls must be evaluated at least once every two years.

TEST QUESTIONS:

1. General.

(a) Is the "Program and Project Management Business Process" (PMBP) described in this regulation the process by which all work is accomplished by the district?

(b) Is the program and project management business process as defined herein applied to all projects? Are program management principles applied to all work?

(c) Are the district's organizations aligned to support the program and project management business process?

2. Organizational Relationships.

(a) Is providing quality products a shared corporate responsibility?

(b) Does the Deputy for Programs and Project Management (DPM) oversee the Program and Project Management Business Process?

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(c) Is the DPM responsible for the vertical and horizontal integration of products to produce the projects and manage the programs for the district?

(d) Does the DPM provide: leadership to a corporate board? Continuity of corporate leadership in assessing mission and work requirements and in developing corporate programs, plans, goals, and objectives?

(e) Is all work in the district program assembled under the DPM's oversight?

(f) Does the DPM provide input to the Commander concerning the performance of the functional chiefs for their contributions to project delivery?

(g) Is a professional, technically competent workforce developed and maintained by the functional/technical chiefs?

(h) Are functional/technical chiefs establishing and maintaining the necessary systems, technical processes and environment to produce quality products?

(i) Are functional/technical chiefs providing the technical oversight to assure production of quality products?

(j) Do the functional chiefs assign qualified staff members to the project team?

(k) Do the functional chiefs keep commitments made in the management plans?

(l) Is the Project Manager (PM) assigned to work assignments by the Commander or DPM?

(m) Does the PM serve as a consultant to the corporate board?

(n) For assigned projects, does the PM act as an extension of the Commander, keeping him or her and the DPM informed? Does the PM successfully integrate the individual project efforts?

(o) Does the PM provide leadership to a multi-disciplined project team with responsibility for assuring that the project stays focused on the customer's needs and expectations and that all work is done in accordance with a management plan and approved business processes?

(p) Does the PM assure that the customer's interests are properly represented within USACE and serve as the primary point of contact between the customer and the Corps?

(q) Does the PM: keep the functional chiefs apprised of the customers expectations and the status of the project's progress? Assist in early identification and resolution of problems? Identify where additional talent and effort may be required to meet the district's commitments established in the management plan?

(r) Does the PM make district commitments within preassigned constraints as defined in the management plan in coordination with the functional elements?

(s) Does the customer provide USACE its project requirements with respect to budget, scope, quality, and schedule as well as any changes to these requirements?

(t) Is the customer a member of the project team?

(u) Does the customer evaluate USACE performance?

(v) Is the customer satisfied with the USACE product, consistent with laws, policies, and national priorities?

3. The Project Manager's Role in the PMBP.

(a) Is the overall management and leadership of each project in the hands of the Project Manager? Is the PM the primary representative of the Commander for his or her project? Is the PM the primary interface with the customer and the functional/technical elements? Does the PM ensure that the organization speaks with one voice in all project matters? Does the PM act as the customer's representative to ensure requirements are conveyed, understood, and met?

(b) Does the PM manage the project resources? Does the PM facilitate corporate decision making to ensure that the products and services of the team meet the quality, expectations, and cost/schedule commitments made to the customer? Does the PM ensure that projects are in compliance with applicable laws, policies, regulations, and customer requirements?

(c) Does the PM assure that corporate and customer resources are used effectively? Does the PM incorporate lessons learned and success stories on similar initiatives? Do technical members incorporate lessons learned in their areas of responsibilities?

(d) Does each project have only a single PM regardless of how many USACE organizations are on the team? Does this PM reside at the geographic district? Is all work performed outside assigned geographical or functional responsibilities conducted in accordance with ER 5-1-10?

4. Teamwork in the PMBP.

- (a) Does the district draw on USACE strengths for expertise regardless of geographical location?
- (b) Does project delivery and program execution appear seamless to the customer?
- (c) Does each USACE level support project priorities and provide the necessary resources to meet commitments made to customers?
- (d) Does the Programs and Project Management (PPM) organization foster teamwork to establish universal linkages to facilitate seamless customer service?
- (e) Does the PMBP accommodate customer requirements for service?
- (f) Does the project delivery team work in concert to deliver projects that are consistent with customer expectations and corporate needs?
- (g) Does the PM ensure that the direction and efforts of the project team are unified, focused, and coordinated?
- (h) Does each member of the team keep his or her respective organizational element informed at all times, especially of high priority or sensitive project issues?

5. Customer Care in the PMBP.

(a) Does the PM ensure: that the customer understands the PMBP? That USACE understands the customer's expectations? That an effective and continuous interface is established and maintained regardless of where the work is being performed? The customer is informed of all financing, contracting, policy, technical, and other project constraints? The customer's views are integrated throughout the project delivery process?

(b) Does the project team place the highest priority on communications, service, safety, and customer satisfaction throughout the life of the project?

6. Business Practices in the PMBP.

(a) Do all work activities assigned to the Commander come under centralized program management oversight by the DPM and his or her supporting staff?

(b) Is a PM assigned: by the Commander or DPM as soon as a work assignment is made? Generally to the DPM/Programs and Project Management (PPM) organization?

(c) Is the project team formed early to identify the resources required to assure that completed projects are technically sound and cost effective? Does the project team consist of the customer(s), the PM, and multi-disciplined representatives from the technical/functional elements necessary to execute the project?

(d) Does the PM document and manage the commitments to achieve the customer's expectations by obtaining agreement on project scope and requirements based on an awareness of applicable laws, policies, and regulations; technical soundness, environmental acceptability; safety and health considerations; and schedule, budget, and resource constraints?

(e) Are corporate automation information systems (AIS) used for project and financial management of each project and program? Does the PM develop, defend and maintain budgetary data and all other information necessary to manage the project? Does the DPM supervise the development and maintenance of all program and project data and provide oversight of the AIS? Does the DPM supervise the aggregating of program and project data to facilitate review and management recommendations, and informed decision making by the Commander?

(f) Is each project managed in accordance with a plan? Is this management plan developed by the PM with the customer and the other team members? Developed and maintained at a level of detail commensurate with the size and complexity of the project? Does this management plan detail how the work will be executed, and how resources will be expended? Does the plan define the baseline scope, schedule, resources, including contingencies, and provide a configuration (change) management plan for the project? Are the schedule and funding levels realistic and do they reflect overall program and budget constraints and realities? Does the plan consider all project requirements including real estate, planning, design, engineering, construction, environmental, operations, and other types of work whether performed by USACE, customer or by contract? Is the management plan approved by the customer and the Project Review Board? Do the customer and the Project Review Board approve all subsequent changes to the management plan that are beyond the PM's delegated approval authority?

(g) Are the controls placed on the management of each project consistent with the risks (sensitivity, complexity, uncertainty, etc.) associated with that project and tailored to meet customer requirements consistent with national priorities and policies?

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(h) Are all projects periodically evaluated by the project team against the baseline requirements (scope, schedule and cost) established in the management plan? Does the PM have the responsibility to challenge work in progress, identify variances and evaluate alternatives? Is the project team's focus for meeting project execution goals to maintain the baseline requirements in the management plan? Are controls in place to facilitate timely corrective actions to ensure that changes do not exceed performance thresholds or limitations established by laws, policy or regulations? Are all changes within project resource requirements in the management plan approved by the PM?

(i) Does the DPM provide staff responsibility for establishing and maintaining the system to track program and project commitments? Does the DPM manage and approve reprogramming actions for all programs and projects? Does the DPM assure that all pertinent staff members fully understand and comply with commitments? Is the Commander presented with information in a timely manner to permit required decision-making regarding these commitments?

(j) Is fiscal stewardship a shared team effort? Are all project team members responsive in meeting commitments in a timely manner? Does the PM have primary responsibility for fiscal integrity and authority to control project funds to ensure that they are appropriately used in accordance with the management plan? Is the PM, in coordination with appropriate functional elements, responsible for taking prompt action to correct problems identified from internal and external evaluations?

(k) Does the PM provide: the customer with full disclosure of activities, appropriate access to meetings, explanation of the USACE business process and what is required of the customer? Timely response to inquiries/questions, and fiscal and financial information? Support to the customer as the project or program proponent? Quality service and products while maintaining the budget and schedule for the project?

(l) Does the project team use appropriate techniques and tools to continuously improve customer service?

(m) Are Project Review Board (PRB) meetings held periodically to keep senior management informed of progress, resolves issues and assess performance?

(n) Are project experiences, including success stories, documented by the PM and the team to share lessons learned throughout the Corps?

7. Process Assessment.

- (a) Are initiatives to improve program performance encouraged?
- (b) Does the executing organizations periodically assess their project and program management processes and practices to ensure effective implementation of this regulation?

[NOTE: Help make this a better tool for evaluating management controls. Submit suggestions for improvement to HQUSACE (CECW-BD/CEMP-MP), Washington, D.C. 20314-1000.]

APPENDIX A
MANAGEMENT CONTROL EVALUATION CHECKLIST

Appendix A-2. MSC Checklist

FUNCTION. The function covered by this checklist is USACE Program and Project Management.

PURPOSE. The purpose of this checklist is to assist Directorates of Programs Management in USACE Major Subordinate Commands (MSC) in evaluating key management controls in the program and project management business process. It is not intended to cover all controls.

INSTRUCTIONS. Become thoroughly familiar with the contents of the Program and Project Management ER and read paragraph 11 before completing the checklist. Answers must be based on actual testing of key management controls (e.g., document analysis, observation, sampling, simulation, other). Answers which indicate deficiencies must be explained and corrective actions indicated in supporting documentation. These management controls must be evaluated at least once every two years.

MSC TEST QUESTIONS:

1. General.

(a) Is the "Program and Project Management Business Process" (PMBP) described in this regulation the process by which all work is accomplished by the MSC?

(b) Are program management principles applied to all work?

(c) Is the MSC's organizations aligned to support the program and project management business process?

2. Organizational Relationships.

(a) Is providing quality products a shared corporate responsibility?

(b) Is the Director of Programs Management (DPM) responsible for the integration of products for the MSC?

3. The Program and Project Management Business Process (PMBP).

(a) Is the MSC implementing the PMBP as defined in this ER in a manner that will result in high quality cost-effective services and products to our customers?

(b) Are controls in place to ensure compliance with applicable laws, policies, and regulations?

4. Teamwork in the PMBP.

(a) Does the MSC act in unison across district and division boundaries to draw on USACE strengths regardless of geographical location?

(b) Does the MSC ensure that project delivery and program execution appear seamless to the customer?

(c) Does the MSC support project priorities and provide the necessary resources to meet commitments made to customers?

(d) Does the DPM organization foster teamwork to establish universal linkages to facilitate seamless customer service?

5. Customer Care in the PMBP.

(a) Does the PMBP accommodate customer requirements for service?

(b) Is the Corps meeting the customer's expectations consistent within the limits of established policy and law?

(c) Are assigned missions executed consistent with the national interest?

(d) Are partnering sessions encouraged to facilitate communications, build service commitments, and resolve conflicts?

6. Business Practices in the PMBP.

(a) Do all work activities assigned to the Commander come under centralized program management oversight by the DPM and his or her staff?

(b) Are corporate automation information systems (AIS) used for project and financial management of each project and program? Does the DPM supervise the process for the development, defense and maintenance of budgetary data and all other related information and

provide oversight of the AIS? Does the DPM supervise the aggregating of program and project data to facilitate review and management recommendations, and informed decision making by the Commander?

(c) Does the DPM's organization ensure that program and project schedules and funding levels are realistic and reflect overall program and budget constraints and realities?

(d) Are the management controls consistent with national priorities and policies?

(e) Are controls in place to facilitate timely corrective actions to ensure that changes do not exceed performance thresholds or limitations established by laws, policy or regulations?

(f) Does the DPM provide staff responsibility for establishing and maintaining the system to track program and project commitments? Does the DPM manage and when appropriate approve reprogramming actions for all programs and projects? Is the Commander presented information in a timely manner to permit required decision-making regarding program commitments?

(g) Is maintaining fiscal stewardship a shared team effort? Are team members responsive in meeting program commitments? Are prompt actions taken to correct problems identified from internal and external evaluations?

(h) Are appropriate techniques and tools used to continuously improve customer service?

(i) Are Program Review Board (PRB) meetings held periodically to keep senior management informed of progress, resolve issues and assess performance?

(j) Are program/project experiences, including success stories, documented to share lessons learned throughout the Corps?

7. Process Assessment.

(a) Are initiatives to improve program performance encouraged?

(b) Does the MSC seek opportunities to leverage the organization to provide seamless support to all customers?

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(c) Does the MSC conduct periodic site visits at their executing organizations (i.e., districts, centers, labs, etc.) to ensure implementation of this ER, assess compliance with the PMBP and to evaluate the effectiveness of their program/project execution and quality assurance procedures?

[NOTE: Help make this a better tool for evaluating management controls. Submit suggestions for improvement to HQUSACE (CECW-BD/CEMP-MP), Washington, D.C. 20314-1000.]

Environmental (HTRW) Laws and Regulations

1.0 The PM must become quickly aware of HTRW laws and regulations, particularly RCRA and CERCLA. The most important set of terms is the definitions of regulated items under the various environmental acts. These are summarized below.

Regulated Waste Terminology

TERM	DEFINTION
Hazardous Waste	A RCRA defined item that is a subset of Solid Wastes
Solid Waste	A RCRA term that includes solids, liquids and gases
Hazardous Substance	A CERCLA term that includes all Hazardous Wastes and other substances
Hazardous Material	A term defined by the Dept of Transportation, used for the regulation of shipment by vehicle, train or vessel
Hazardous Chemical	An OSHA term that requires the preparation of a Material Safety Data Sheet
Extremely Hazardous Substance	A term included in the SARA Title III (EPCRA) regulations
Toxic Substance	Regulated item under the TSCA

2.0 The basic RCRA regulatory structure includes the following items:

- Regulations governing the permitting and performance of transporters of hazardous wastes.
- Requirements for the generators of hazardous wastes. These regulations are some of the most extensive of all environmental regulations in the number of facilities that they impact. They include the definition of hazardous waste and requirements for labeling, handling, storage, and manifesting of hazardous wastes.
- Requirements for TSD facilities that treat, store for over 90 days, or dispose of hazardous wastes.
- Regulations for installation and maintenance of USTs that contain hazardous substances or petroleum products.

2.1 Under the programs described above, RCRA has certain authorities and abilities to require facilities to implement CAs, where EPA or an authorized state determines action is necessary. Before discussing these authorities it is necessary to review two additional definitions.

Environmental (HTRW) Laws and Regulations

2.1 (Cont'd)

- **Solid Waste Management Unit (SWMU).** A SWMU is any area at which solid wastes (not necessarily Hazardous Wastes) have been placed at any time, regardless of whether the placement was intentional. Also included are areas at which solid wastes have been "routinely and systematically" released. The definition of a SWMU is important because certain authorities are restricted to these areas. SWMUs are identified at the beginning of the RCRA CA process – the RFA.
- **Corrective Action Management Unit (CAMU).** A CAMU is an area within a facility that is designated

2.2 Corrective Action (CA). The four basic RCRA CA programs are:

- The authority under 3004u applies to TSD facilities that apply for permit to operate commonly called a "Part B" permit.
- The authority under 3008h applies to TSD facilities, which are currently operating or operated in the past under Interim Status.
- The authority under 7003 applies to any facility that may present imminent or substantial endangerment due to improper solid or hazardous waste handling practices.
- The authority under 9005 applies to facilities that own or operate regulated USTs. This authority has its own CA program directed toward the prevention, detection and remediation of leaks from USTs.

3.0 The CERCLA regulatory program includes the following elements:

- **Spill Reporting.** Facilities are required to report any releases of Hazardous Substances that exceed the RQs promulgated in the CERCLA regulations.
- **National Contingency Plan (NCP).** The NCP establishes the standards and procedures for the EPA and/or Coast Guard to respond to any past or present releases of Hazardous Substances. All responses must be in conformance with one of the two authorities provided under the NCP – Removal Authority or Remedial Authority.
- **Defense Environmental Restoration Program (DERP).** DERP is established under the authority of CERCLA and includes both a funding mechanism and procedures for the remediation of releases of Hazardous Substances from military facilities. By the direction of CERCLA and DOD policy, DERP actions will be implemented in conformance with the NCP.
- **Emergency Planning and Community Right to Know (EPCRA).** EPCRA is Title III of CERCLA, and was created because of the Superfund amendments (SARA). It includes its own lists of regulated substances, and has spill reporting, emergency planning, and storage reporting requirements related to those lists.

Environmental (HTRW) Laws and Regulations

3.1 CERCLA Response Programs

- There are two mechanisms that can trigger the CERCLA response process. A Federal facility can be listed on the Federal Docket; or a private facility can be listed on the Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS). The only difference between the two lists is the facilities that they include (the listing criteria are the same):
 - Reported Release – the facility has reported a release of a hazardous substance under one of the reporting requirements of CERCLA;
 - TSD – the facility is permitted, or has applied for a permit, to treat, storage, or dispose of hazardous wastes;
 - Generator – the facility has a generator's identification number for use in manifesting hazardous waste away from the site; or
 - Other Reports – EPA can list a facility in response to any other reports of hazardous waste activity on, or releases from the site.
- For facilities on CERCLIS, EPA will evaluate whether or not they warrant inclusion on the NPL.

Following the evaluation, EPA can use their Remedial Authority to implement a response if they are on the NPL, or they can use their Removal Authority (regardless of the listing status of the facility).

- DOD facilities on the Docket are investigated under the DERP regardless of their listing status on the NPL. Inclusion on the NPL does, however, involve EPA in the response process.

3.2 Key Differences Between RCRA and CERCLA

3.2.1 Legislative Authorities. The various response requirements have differences in their authorities, applications and procedures. The RCRA legislation includes a provision whereby EPA can delegate the authority for RCRA regulations to an approved State. A State so delegated then has the power to implement all of the CA programs under RCRA. CERCLA and the SARA amendments contain no State authority provision similar to RCRA. As a consequence, a State may enact a Superfund-type law whose provisions are similar to or more stringent than those of CERCLA, but the basic provision of CERCLA will always take precedence under conditions (i.e., at sites) where both apply. States are also free to enact "mini-Superfund" laws that establish Superfund-type provisions for remediation of non-NPL sites.

3.2.2 Applications

- The RCRA CA procedures usually apply to specifically identified facilities, such

Environmental (HTRW) Laws and Regulations

3.2.2 Applications (cont'd)

- as TSD facilities under 3004u and 3008h, or regulated underground storage tanks under 9005. The application of CERCLA is much broader. Any Facility on CERCLIS or the Federal Docket is required to initiate the CERCLA process.
- CERCLA is commonly thought of as regulating past activities while RCRA regulates the present management of hazardous wastes. That statement is generally but not invariably true. For example, a private facility with a reportable release today would be placed on the CERCLIS, and CERCLA process would have to be initiated. Conversely, a facility that stored hazardous wastes for a period exceeding 90 days back in 1989 should have obtained a RCRA Part B storage permit, and the State could require the facility to implement a CA under RCRA authority. Facility operators should therefore recognize that time frame is not always a good indicator of which process will apply.
- RCRA CA requirements may be invoked whether or not the site is on the NPL. Most typically, RCRA CA is required when the owner or operator of a RCRA TSD facility is applying for a permit. It is at the point of permit issuance that the Federal or State RCRA authority will require CA against typically the owner of the facility. If the government is no longer the current owner of the facility (i.e., FUDS) to be permitted, it is unlikely that a RCRA order would be issued directly to the government. However, it should be noted that if the private owner is issued a RCRA order, that owner might turn to the government to remediate for past contamination.
- There are three other types of RCRA orders that may be issued. While these orders are not tied to permit issuance, typically they are issued to the owner or operator of the current facility. Again, the current owner may request the government to remediate their portion of a RCRA order if the government caused the contamination specified for cleanup.

3.2.3 Procedures. CERCLA and RCRA have differences in their procedures for implementing responses. In particular, CERCLA has the following unique features:

- Initiation. Federal facilities will perform their own PA/SI. The State or EPA performs the PA/SI when no PRP is available. Under RCRA, the State or EPA performs the RFA.
- NPL. CERCLA has the NPL, with its associated formal site ranking program for prioritizing work. RCRA has no comparable ranking system.
- Remedies. CERCLA has certain statutory preferences regarding the selection of remedies that are not included in RCRA. For example, CERCLA has a built in preference for permanent remedies and requires that remedies comply with

Environmental (HTRW) Laws and Regulations

3.2.3 Procedures. (Cont'd)

- ARARs. RCRA has no comparable requirement.
- Exemptions. On-site CERCLA remedies are exempted from compliance with the administrative elements of other laws and regulations; RCRA CAs are not.

3.2.4 The comparison of CERCLA and RCRA remediation processes is illustrated below:

CERCLA VS RCRA

RCRA Process	CERCLA Process
RCRA Facility Assessment	Preliminary Assessment Site Investigation
No RCRA Process Equivalent	Hazardous Ranking System scoring National Priorities List
RCRA Facility Investigation	Remedial Investigation
Corrective Measures Study	Feasibility Study
Statement of Basis/Response to Comments	Record of Decision
Corrective Measures Implementation	Remedial Design Remedial Action
Modify RCRA Part B Permit	NPL De-listing

3.5 Determining the Applicability of RCRA and CERCLA. In determining which of the various programs might apply to a facility, the project or facility manager must examine the authorities of each program and identify those that include the facility operations. The following table summarizes those programs and the types of facilities that are covered.

Statutory Cleanup Authorities

Statute	Program	Facilities	Funding
CERCLA	Superfund DERP	Private/Abandoned Active Installations Formerly Used Sites	PRP/Superfund DERA
RCRA	CA	Permitted TSD Interim Status TSD Imminent Hazard	Facility/DERA
	USTs	Underground Tank Releases	Facility/DERA
	Subtitle C Closure	TSD Facilities after use	Facility

Environmental (HTRW) Laws and Regulations

3.6 Other Laws and Regulations

3.6.1 National Environmental Policy Act (NEPA) of 1969. IRP activities conducted in accordance with CERCLA or RCRA response procedures, and otherwise executed to ensure public involvement in remedy selection and other decisions affecting public and private concerns satisfy the substantive requirements of NEPA. Therefore, the strict procedural requirements of NEPA need not be followed separately, or in addition to normal CERCLA and RCRA response procedures so long as public involvement and decision processes are documented through the CERCLA/RCRA process and satisfy the substantive requirements of NEPA.

3.6.2 Clean Water Act (33 USC 1251-1387).

- Surface water quality standards;
- Permitting for direct discharges to surface waters;
- Standards for indirect discharges to Publicly Owned Treatment Works (POTWs);
- Control of discharges of dredge and fill material into surface waters;
- Storm water management requirements; and
- Oil spill prevention and reporting.

3.6.3 Clean Air Act (42 USC 7401-7671). Pursuant to the Clean Air Act (CAA), EPA has promulgated National Ambient Air Quality Standards (NAAQS), National Emission Standards for Hazardous Air Pollutants (NESHAP), and New Source Performance Standards. Amendments to the CAA, passed in 1990, will relate to site remediation by impacting air toxins, permitting and standards for emissions, and permits in non-attainment areas as follows:

3.6.4 Toxic Substances Control Act (15 USC 2601-2671).

Pursuant to Toxic Substances Control Act (TSCA) Section 6(c), EPA has published regulations (40 CFR 761) pertaining to polychlorinated biphenyls (PCBs). The TSCA regulations specify criteria for the storage of PCBs incidental to disposal, the destruction of PCBs, and the PCB spill cleanup policy.

3.6.5 Safe Drinking Water Act (42 USC 300). In response to the Safe Drinking Water Act (SDWA), EPA has developed a set of drinking water standards to protect human health (primary standards), and; in addition, ensure aesthetic quality of drinking water (secondary standards). Primary standards are contaminant-specific standards known as Maximum Contaminant Level Standards (MCLS). The MCLS are set as close as feasible to Maximum Contaminant Level Goals (MCLGs), which are purely health-based goals. Secondary drinking water standards consist primarily of limits used by States to regulate the aesthetic quality of water supplies, and are not enforceable at the Federal level. For cleaning up groundwater or surface water that is or may be used for drinking, the MCLs are generally the ARARs.

Environmental (HTRW) Laws and Regulations

3.6.6 Occupational Safety and Health Act (29 USC 651-667). This law applies to cleanup sites in two ways. First, OSHA has established construction-safety standards that are applicable during the remedial action step of the CERCLA and RCRA process. Second, OSHA has established a standard to regulate the safety and health of workers involved in cleanup operations at DERP sites. The Hazardous Waste Operations and Emergency Response Rule, 20 CFR 1910.120, provides for protection of cleanup site workers during initial site characterization and analysis, monitoring and handling activities, training, and emergency response operations.

3.6.7 Endangered Species Act (16 USC 1541-1544). This law requires Federal agencies to ensure that their actions are not likely to jeopardize the continued existence of endangered or threatened species or result in the destruction or adverse modification of critical habitat. Section 7 of the Endangered Species Act provides for specify coordination and consultation with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service, as appropriate.

3.6.8 National Historic Preservation Act of 1966 (16 USC 470-470w-6). The National Historic Preservation Act (NHPA) of 1966, as amended, requires both coordination with the State Historic Preservation Officer (SHPO) and cultural resources investigations. The purpose is to determine if the proposed federal action may affect cultural resources included in or eligible for inclusion in the National Register of Historic Places. Mitigation for adverse effects to cultural resources may be required as a result of the required research and coordination.

3.6.9 Army Regulation (AR) 200-1, entitled, Environmental Protection and Enhancement. Prescribes Army policies, responsibilities, and procedures to protect and preserve the quality of the environment.

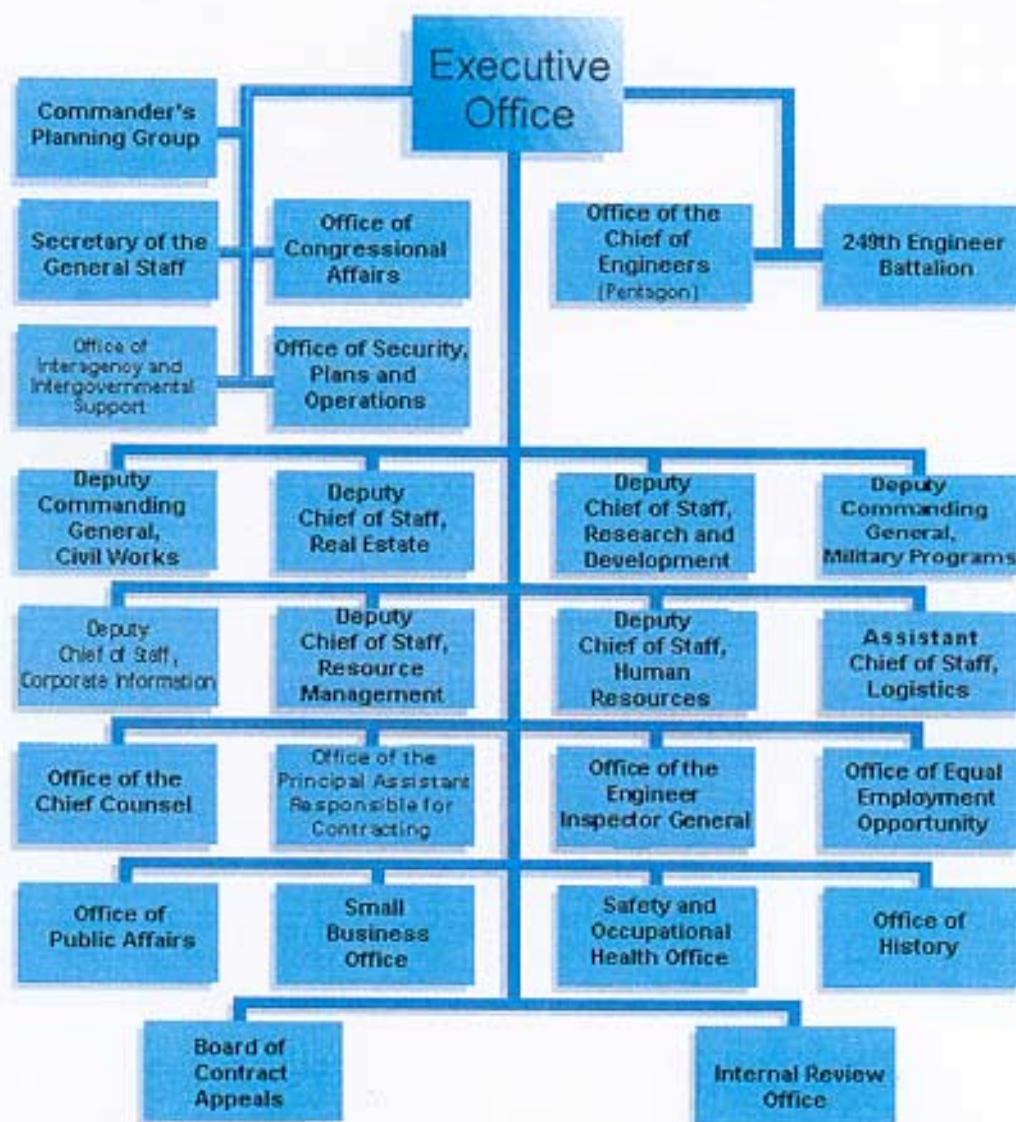
3.6.10 Engineer Manual (EM) 381-1-1. EM 385-1-1 is entitled "USACE Safety and Health Requirements Manual" and prescribes programmatic and operational safety and health requirements for USACE (including contractor) activities. Individuals engaged in DERP-FUDS activities, regardless of whether they are involved in inventory, study, or the removal/remedial phase, should obtain a copy of this manual. Compliance with the applicable requirements of EM 385-1-1 is not only mandatory but is also essential to the safe accomplishment of DERP-FUDS activities.

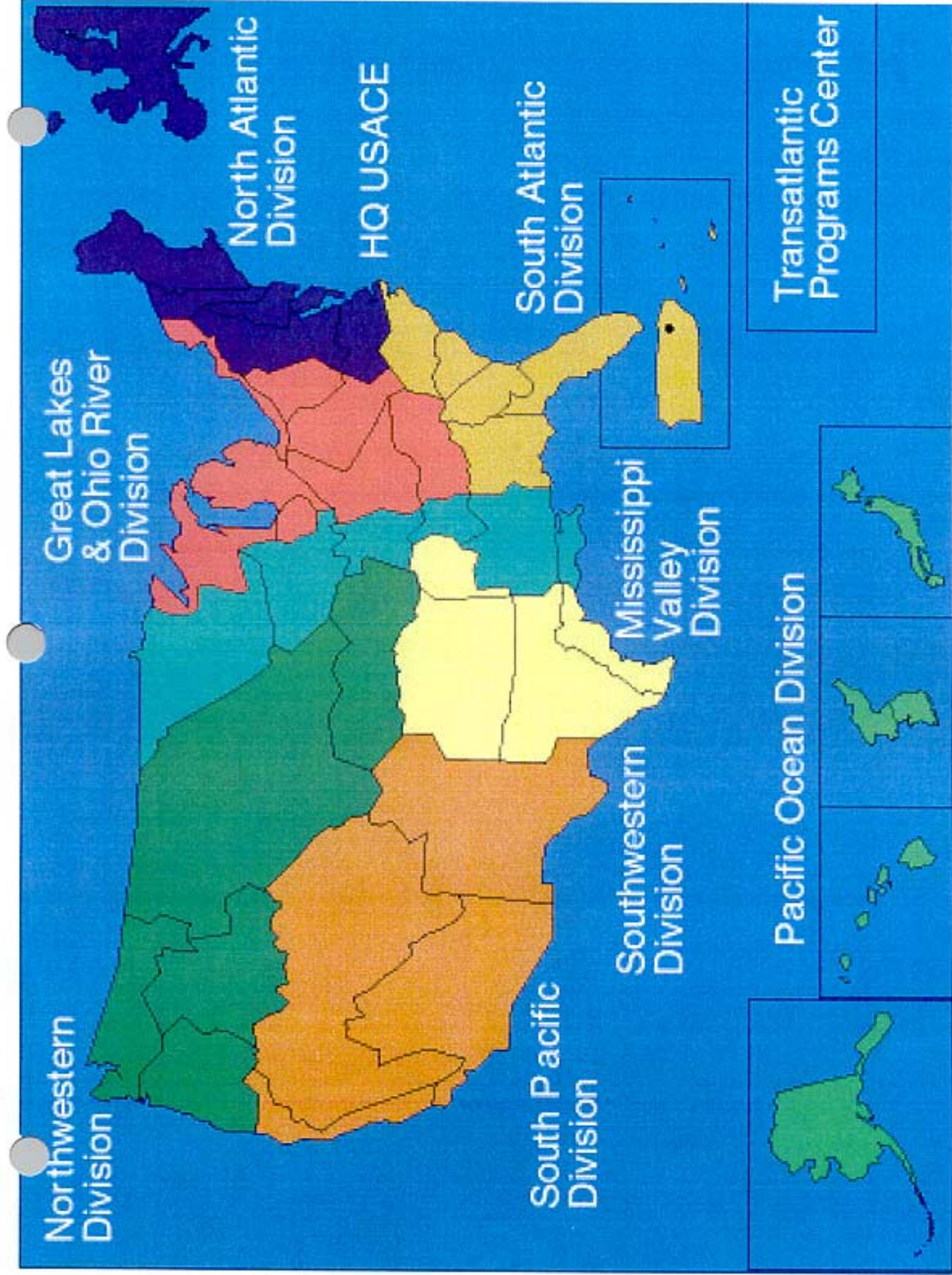
3.6.11 Engineer Regulation (ER) 1110-1-263. ER 110-1-263, entitled "Chemical Data Quality Management for Hazardous Waste Remedial Activities", prescribes responsibilities and procedures for planning and executing chemical data acquisition, including sampling and analysis. It is applicable to all phases of all projects, regardless of program or whether the work is done under contract or in-house. Note that this includes OE projects where environmental samples are collected for chemical analysis.

Environmental (HTRW) Laws and Regulations

3.6.12 Engineer Regulation (ER) 1110-3-1301. This ER is entitled "Engineering and Design, Cost Engineering Policy and General Requirements for Hazardous, Toxic and Radioactive Waste (HTRW) Remedial Action Cost Estimates" and provides specific policy and guidance for the development of cost estimates for the HTRW RA portion of all environmental restoration projects.

Headquarters, US Army Corps of Engineers Organization Chart





Civil Works Boundaries



Military & HTRW Boundaries

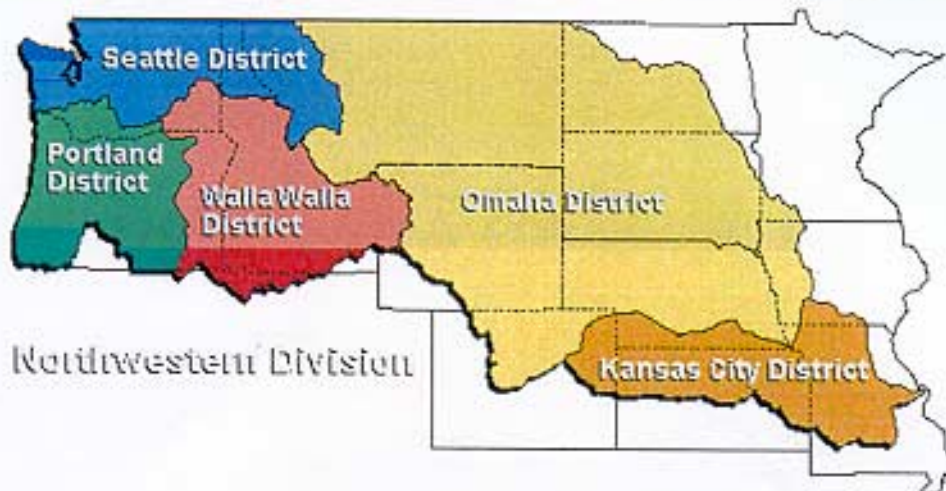




Welcome to the US Army Corps of Engineers Northwestern Division



Organization



**U.S. ARMY CORPS OF ENGINEERS
HTRW CENTER OF EXPERTISE
12565 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-3869**

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2433.....Lucy Harris, Staff Accountant
2426.....Rick Osborn, Cost Engr Tech
2612.....Jim Peterson, Cost Engr
2610.....Kate Peterson, Cost Engr
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2559.....Beverly VanCleaf, Envir Regs Spec
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2655.....Dave Becker, Geologist
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2657.....Mike Crain, Geologist
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2580.....Lindsey Lien, Envir Engr
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Colonel Mark E. Tillotson
Commander and District Engineer

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Secretary	Ms. Kimberly K. Collins	(402) 221-4023

U. S. ARMY CORPS OF ENGINEERS
Hazardous, Toxic and Radioactive Waste Branch
9th Floor, ConAgra Building

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Sage Rm 9 th Floor	221-7826
Fish Bowl 1 st Floor	346-6331

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.....	221-7796
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Tony Casella	221-7717
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HOWE, Taunya	221-7255
LIU, Gene	221-7711
ROWE, Steve	221-7673
SKOG, Jeff	221-7651
STEFFENSMEIER, Mike	221-7163
WAGNER, Larry	221-7719
WIEHL, Chris	221-7736
MILLER, John	221-7720
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Stan Toelle on Tues & Thurs	697-2593

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 Mailing Address (After 1 May, 2001)
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 Omaha, NE 68102-1618

Draft

FY01 HTRW Branch Goals

1. Enhance employee morale through recognition, empowerment, improved internal communications and opportunities for promotion. *Invest in People*
2. Continue implementation of the PMBP, as defined in ER 5-1-11 "Program and Project Management Regulation", with emphasis toward developing appropriate Management Plans for all projects and the completion of the HTRW PM SOP document. *Revolutionize Effectiveness*
3. Maintain District of Choice status by focusing on customer satisfaction as demonstrated by outstanding customer survey results and overall high level of performance. *Revolutionize Effectiveness*
4. Continue to emphasize small business utilization by striving to exceed SB floors and by maintaining appropriate SB contract tools. *Revolutionize Effectiveness*
5. Continue to develop and expand OE capabilities. *Revolutionize Effectiveness*
6. Strive to exceed individual HTRW Program and customer execution goals as measured by monthly PRB execution charts. *Meet the Nations Needs*
7. Rejuvenate HTRW business development activities by designating an HTRW Branch POC and by working closely with the District Business Development Coordinator. *Meet the Nations Needs*

FY01 HTRW Branch Areas of Improvement

1. Communications

- a. Branch newsletter to include items such as innovative technology topics, lessons learned, guidance information, training opportunities, & misc. Branch-wide topics of interest (Myers)
- b. Maintain up to date info on HTRW Branch web site (T. Howe)
- c. Encourage PM's to attend the quarterly program review meetings previously attended by only the progr mgrs and Sec Chfs (Cintron)
- d. Invite PM's to attend District staff meetings and PRB's. (Cintron)
- e. Conduct periodic branch wide meetings (Plack)
- f. Provide periodic updates regarding progress on Branch Goals & Areas of Improvement (Zaruba/Plack)
- g. Request development of electronic District Organization Chart and Yellow Pages, similar to what was in old telephone books (Plack)
- h. Improve PM interaction/exposure to Executive Office (Plack)

2. Training (Cintron)

- a. Share information regarding training quality, content and opportunities
- b. Provide more information and opportunity for PM training

3. Logistics

- a. Develop alternatives for additional storage space (Little)
- b. Provide PM's information regarding meeting room location options, along with information regarding POC's, cost (if appropriate) & seating capacity (Graham)

4. Information Management Support (Baker)

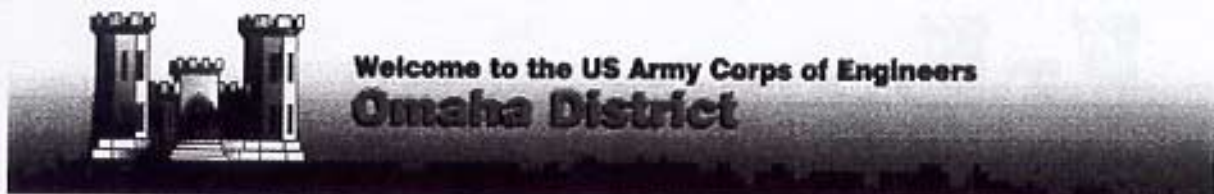
- a. Encourage IM to provide regular on-site support personnel
- b. Provide information to staff regarding computer replacement plans and availability of IT equipment (i.e. cell phones, pagers, laptop computers, digital cameras, etc.)

5. Process Improvement (Smart)

- a. Continue to improve & define relationship with Contracting Division
- b. Define PM needs for CEFMS reports and seek to obtain them
- c. Continue efforts to streamline reporting requirements
- d. Improve workload distribution between PM's

6. Morale

- a. Organize Branch social events (Petersen/Little)
- b. Seek opportunities for promotion and cross training (Branch suprs)



HTRW Work Resources

The Omaha District HTRW workforce is comprised of over 225 highly experienced staff that has been working on HTRW projects for the past 20 years. The staff is made up of the following disciplines:

Project Managers (50+)

Chemists (12)

Industrial Hygienists (10)

Ordnance/Explosive Specialist (1)

Geotechnical (25)

Geologists

Soils Engineers

Design Engineers (20)

Environmental

Civil

Hydrologic

Mechanical

Electrical

Cost Engineers (7)

Contract Specialists (12)

Real Estate Attorneys (6)

Environmental Attorneys (8)

Rapid Response Managers & Fields Representatives (20)

Construction Field Inspectors (30+)

Funds Analysts (10)

HTRW Branch - Omaha District
20 Years Experience in HTRW
A Competent "Full-Service" HTRW Center

[Back to HTRW Branch homepage](#)

[Back to Omaha District homepage](#)



Welcome to the US Army Corps of Engineers Omaha District

HTRW Services

Our highly experienced and competent teams provide YOU with the expertise needed to interpret federal, state, and local environmental regulations; and the technical expertise needed to provide full service environmental consulting, contracting and design. Our work is executed under the current environmental laws and regulations:

Environmental Compliance (NEPA)

Defense Environmental Restoration Program / Installation Restoration Program (IRP)

Formerly Used Defense Sites (FUDS)

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)

Resource Conservation & Recovery Act (RCRA)

Listed is a sampling of the full service environmental taskings we have accomplished.

Studies/Investigations:

- Preliminary Assessment (PA) / Site Investigation (SI) / Remedial Investigation (RI) / Feasibility Study (FS)
- Asbestos/Lead Surveys (In-house and Architect Engineer contract)
- Pilot studies (Interception Trench & Groundwater Treatment, Infiltration/inflow, and various treatment technologies)
- Preparation of Closeout Reports for Regulator Acceptance
- Underground Storage Tanks (UST) & Aboveground Storage Tanks (AST)
- Ordnance & Explosive (OE)
- Building Demolition

Design & Technical Assistance:

- Asbestos/Lead Surveys (In-house and A-E contract)
- Capping & collection systems, Treatment systems (insitu & exsitu), & other environmental systems
- Technical Assistance--Regulatory, Community Relations, Legal, Real Estate
- In-Person Field Oversight and Direction of Investigation and Remediation Contractors
- Laboratory Quality Assurance, In-House HTRW Laboratory
- Environmental Planning, Financial Management, Staff Support (Short & Long Term)
- Landfill Caps / Covers
- Groundwater Treatment Plants
- Incineration facilities

Remedial Action Activities:

- In-Person Field Oversight and Direction of Investigation and Remediation Contractors
- Rapid Response and Scientific Support
- Underground Storage Tanks & Aboveground Storage Tanks (removal & upgrade)
- Building Demolition
- OE Removal
- Soil excavation/removal/transport/disposal

- Landfill Caps / Covers
- Groundwater Monitoring/Treatment Systems

LTO/LTM:

- Treatment systems (review & evaluation of compliance)
- Sampling, analyses, evaluation, and reporting for all media (i.e., groundwater, soil, & air) for environmental & compliance requirements

[Back to HTRW Branch homepage](#)

October 23, 2000

MEMORANDUM FOR CENWO-CT (Official File)

SUBJECT: Project Execution Plan (PEP) Signature Sheet for Avon Park Air Force Range, FL, PA/SI and RI/FS for Multi Sites.

1. The Project Execution Plan Board met on 23 October 2000 to review alternative execution strategies for subject project. We have concluded that use of Small and Disadvantaged Business (8A) Contract and A-E Indefinite Delivery Contract are the preferred methods of execution. The attached memorandum has been concurred with by the following:

	<u>Name</u>	<u>Office</u>	<u>Signature</u>	<u>Date</u>
(1)	Mike J. Steffensmeier	CENWO-PM-HD	_____	_____
(2)	Stan Tracey	CENWO-OC	_____	_____
(3)	Leigh Ann Lucas	CENWO-CT	_____	_____
(4)	Hubert Carter	CENWO-SA-DB	_____	_____
(5)	Douglas Engen	CENWO-CD	_____	_____
(6)	Roger Stormo	CENWO-ED	_____	_____

2. The attached memorandum was reviewed by:

	<u>Name</u>	<u>Office</u>	<u>Signature</u>	<u>Date</u>
(1)	Randy Petersen	CENWO-PM-HD	_____	_____
(2)	Douglas A. Plack	CENWO-PM-H	_____	_____

3. The attached memorandum was approved by:

BRYAN S. VULCAN
LTC, EN
Deputy Commander

Date

4. This Memorandum is provided to CENWO-CT-H for inclusion in the official contract file. Upon receipt, please provide one copy of the Signature Sheet and Memorandum to CENWO-PM-H.

Douglas A. Plack
Chief, HTRW Branch
Planning, Programs & Project Management
Division

October 23, 2000

SUBJECT: Project Execution Plan (PEP) for FY01 Program, Avon Park Air Force Range, Florida

1. Project Description:

a. Site History: Studies of numerous sites have been underway at Avon Park Air Force Range since 1993. Most sites are either in the PA/SI or RI/FS phase with several sites in IRA/RA. Two sites in this year's program have been studied under a Site Investigation or Remedial Investigation and require additional work to completely characterize the site or to perform human health and environmental risk assessments. Fifteen sites are munitions burial sites identified in the Archive Search report that need a PA/SI.

b. Scope of Current Request: Perform a two site RI/FS, which includes field work (well installation and sampling, soil, sediment and surface water sampling, and environmental risk assessment sampling) and perform a PA/SI on 15 new sites.

c. Estimated Project Costs: The estimated cost of the FY01 Avon Park program is \$2.429 M. The seventeen sites were programmed under two different project numbers by ACC and were broken out as follows:

ASPR20017002	RI/FS Sites LF-33 LF-46	\$467K
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ASPR19997005	PA/SI 15 Munitions burial sites.	\$1.962M
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d. Customer Requirements: The customer has requested using existing contractors for execution of the work because of their knowledge of the site and proximity of the new work to existing work.

e. Special Considerations: Although we currently have a TERC contractor working at Avon Park, the two project for FY01 should be awarded to existing IDT and 8a contractors working on the installation. The TERC contractor has over \$2.7M in FY 00 awards to execute.

2. Project Execution Role:

The USACE (Omaha District) is functioning as the Air Force's service center for the execution of the environmental program at Avon Park Air Force Range. Cost control, schedule conformance, and final product will be the responsibility of the Omaha District.

3. Acquisition Strategies Considered:

a. ASPR20017002 RI/FS Sites LF-33 LF-46:

In-house: Not selected. We do not usually do this kind of work in-house and the travel limitations would be prohibitive. Therefore, another execution method is recommended.

Site Specific Contract: - Not selected. There is insufficient time to procure a site specific contract and the work lends itself to performance by a small business.

TERC: Not selected. The existing TERC contractor has a very large amount of work awarded in FY 00 still to be executed. The customer has requested that this project be awarded to the 8a contractor already working on site.

AE IDT: Possible alternative, however the customer has requested that other work go to the existing IDT contractor.

Small and Disadvantaged Business 8-A – Selected contract action. This work is ideal for performance by a SDB due to the type of work in the project. The work is very similar to work already being done by the 8a contractor and the sites are very close. The customer has requested the existing 8a contractor for this project.

B. ASPR19997005 PA/SI 15 Munitions burial sites:

In-house: Not selected. We do not usually do this kind of work in-house and the travel limitations would be prohibitive. Therefore, another execution method is recommended.

Site Specific Contract: - Not selected. There is insufficient time to procure a site specific contract and the work lends itself to performance by an AE IDT or SDB.

TERC: Not selected. The existing TERC contractor has a very large amount of work awarded in FY 00 still to be executed. The customer has requested that this project be awarded to the 8a contractor already working on site.

Small and Disadvantaged Business 8-A – Possible alternative. This type of contract may be explored if a SDB is not available

AE IDT: Selected contract action. This work is ideal for performance by a AE IDT due to the type of work in the project. The work is very similar to work already being done by an AE IDT contractor and the sites are very

close. The customer has requested the existing AE IDT contractor for this project.

4. Action Plan: The work will be executed in general conformance with the execution method indicated above. Schedule requirements are indicated in paragraph 7 below.

5. Requirement for Formal Acquisition Plan: Not required.

6. Project Reporting Requirements: The applicable requirements of ER 5-1-11 will apply to the execution of this project. In addition to applicable contract laws and regulations, change requests will be generated and forwarded for approval by the Air Force prior to deviating from approved scopes, costs, and schedules. Authority to award delivery orders will be solicited from the customer prior to obligation of funds, and the status reports (database and fact sheets) will be prepared to track projects progress.

6. Proposed Schedule:

	<u>ASPR20017002</u>	<u>ASPR19997005</u>
Complete Scope of Services	08 Jan 2001	9 Nov 2000
Contractor Proposal	07 Feb 2001	4 Dec 2001
Contract Award	01 Mar 2001	29 Dec 2000

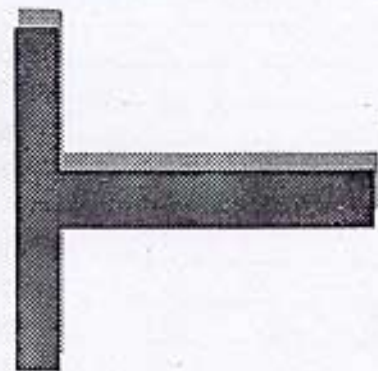
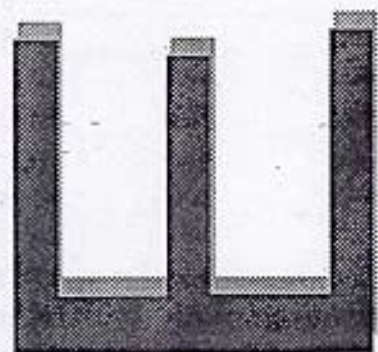
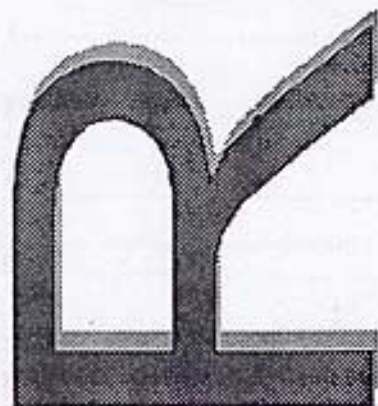
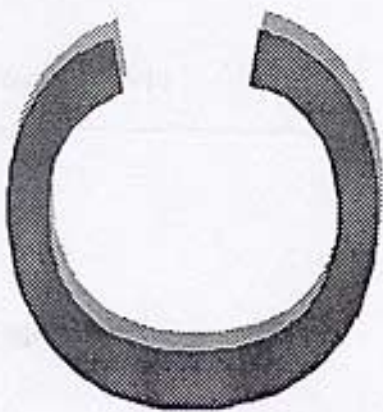
Mike Steffensmeier.
Sr. Project Manager

Demetrius D. Bickel

[illegible]

Omaha B.
HTRW Contracting Capability
03/27/2001

Type	Contractor	Contract Number	Contract Start Date	Contract Expiration Date	\$5 Limit	\$5 Used	\$5 Remaining	Projected FY00 Usage	Number of DOs to Date	Number of Projected FY00 DOs	Contract Manager/ COR	Office Symbol	Remarks	Geo Bounds
HTRW (Continued from B6)														
Perkins	0015	0015	Sep-99	Sep-02	\$ 3,000,000	\$ 915,322	\$ 2,084,678		5		Rockway	PM-110	1 yr base, 2 option yrs	Division wide
BLATT	0017	0017	Sep-99	Sep-02	\$ 3,000,000	\$ 1,992,185	\$ 1,007,815	\$ 865,000	5		Rockway	PM-110	1 yr base, 2 option yrs	Divisionwide
Hydrographic	0023	0023	Dec-99	Dec-02	\$ 3,000,000	\$ 2,099,574	\$ 900,426	\$ 26	2		Rockway	PM-110	1 yr base, 2 option yrs	Divisionwide
ATA/Whitkin	0028	0028	Jan-00	Jan-03	\$ 1,000,000	\$ 300,712	\$ 699,288	\$ 580,000	3		Rockway	PM-110	1 yr base, 2 option yrs	Main AFB, RTO
Hydrographic	0031	0031	Jan-00	Jan-03	\$ 3,000,000	\$ 2,448,468	\$ 551,532	\$ 551,532	4		Rockway	PM-110	1 yr base, 2 option yrs	Divisionwide
K281	0010	0010	Sep-00	Sep-03	\$ 3,000,000	\$ 316,814	\$ 2,683,186	\$ 790,000			Rockway	PM-110	1 yr base, 2 option yrs	Divisionwide
Totals					\$ 16,000,000	\$ 9,333,335	\$ 6,666,665							



U. S. ARMY CORPS OF ENGINEERS

MANAGEMENT PLAN for

TOTAL ENVIRONMENTAL RESTORATION CONTRACTS (TERC)

1 February 2000

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EXECUTIVE SUMMARY

Total Environmental Restoration Contracts (TERC) provide an important capability for USACE to help its customers accomplish cradle-to-grave Hazardous, Toxic, and Radioactive Waste (HTRW) remedial actions using a single full-service contractor. Each TERC will be a cost-reimbursement, indefinite delivery/indefinite quantity type contract for acquiring remediation and other associated services. Although TERC builds on the Corps' traditional design and construction strengths, it requires a far greater degree of partnering between the contractor, the customer, remedial design and remedial action Corps Districts, and each of the district functional elements than other USACE contracts. To administer and manage a TERC requires a greater commitment of resources than most traditional contracts.

The TERC Acquisition Plan and this Management Plan impose strict controls to ensure that each TERC is properly acquired and managed. The Headquarters Principal Assistant Responsible for Contracting (PARC) and the Environmental Division, Military Programs Directorate, (CEMP-R) will ensure adherence to the controls imposed by these plans. The use of TERC is limited to those sites that require a single contractor to coordinate, manage, and execute consecutive or concurrent phases of a HTRW remediation. Prior to award of a TERC, approval must be obtained from the PARC. A request for use of TERC must include at least one specified installation, termed the anchor installation. If there are two or more anchor installations involved, multiple awards shall be considered by the Procuring Contracting Officer (PCO). After award of a TERC, a two-level screening process will be established in each TERC District to ensure non-specified sites proposed for TERC are suitable and that the customer and participating districts are committed to supporting the use of a TERC. Memoranda of agreement between the TERC District and other involved Corps districts will be used to formalize commitments.

Concurrent performance of pre-design, design and remedial action activities by a single contractor requires an extraordinary level of partnering among the contractor and each government participant. The TERC District will assign a TERC Program Administrator to provide overall program oversight. Project Managers will be assigned by the geographic district for individual TERC projects. The requirements of Engineering Regulation ER 5-1-11, Management, Program and Project Management, that establishes philosophy, policy, and guidelines for management of all programs and projects assigned to the USACE will be adhered to for TERC execution. A Project Delivery Team (PDT) approach to management is required to ensure that the Project Manager and Procuring Contracting Officer are properly supported by each functional element.

Training in the principles of cost-reimbursement contract administration and formal source selection is required for each TERC District before a TERC will be approved for award. Subsequent training in the administration of TERC task orders is an ongoing requirement that must be evaluated during contract performance to ensure a trained and experienced workforce is maintained.

CHAPTER 1

TERC BACKGROUND AND UTILIZATION

This management plan for Total Environmental Restoration Contracts, in conjunction with the formal *Acquisition Plan for Total Environmental Restoration Contracts*, dated 7 January 1993 as amended, establishes the rules by which each TERC will be competed, awarded, and managed by the U.S. Army Corps of Engineers for work within the United States of America and its territories. All new TERC indefinite delivery/indefinite quantity (ID/IQ) contracts and all new task orders to existing TERCs as of the date of this revision are required to comply with the requirements of this revised Management Plan. Requests for variations from this management plan must be forwarded to Headquarters, USACE (CEMP-R).

For the purposes of this management plan, the TERC contract mechanism is defined as any of a variety of indefinite delivery/indefinite quantity, cost-reimbursement type contracts designed to accomplish cradle-to-grave remediation of installations and sites predominantly contaminated with hazardous, toxic or radioactive waste (HTRW). These types of contracts are most appropriate for large and complex remediation projects, and are intended to supplement, not replace, other contract tools currently used by the Corps in its remediation work. A TERC can be utilized to remediate any current or future HTRW contaminated site where the U.S. Government has an interest and performance requirements clearly fall within the intent of the TERC Acquisition Plan.

Each solicitation will specify all categories of effort required to be accomplished in the contract, will include a specified installation and contract boundary, and will advise all offerors of the potential for performing remediation services at other non-specified installations located within the boundary specified in the contract. The categories of effort include all HTRW pre-design, design, remediation, and short term O&M efforts required to accomplish complete remediation of an installation. While not the preferred tool for remediation of sites contaminated with ordnance and explosives, TERCs may be used for ordnance or explosive waste avoidance or removals of a limited nature to mitigate cost or schedule impacts to the HTRW project. Definitions of terms expressed herein are provided in Appendix B of this plan.

A. TERC Use Is Limited.

It is important for executing districts to recognize that Total Environmental Restoration Contracts are not intended to replace all other existing HTRW remediation acquisition strategies. There is no single acquisition strategy considered appropriate for use on all HTRW remediation projects. TERC is only one of several remediation acquisition strategies in use today. It is intended to be utilized in those situations where it has been determined that it is in the government's best interest to accomplish the

preponderance of the HTRW remediation requirements at a site or installation using a single contractor, regardless of the current stage of remediation. Projects requiring such support invariably reflect any number of the following characteristics:

- The project consists of two or more sites.
- Project conditions indicate a high probability that interim remediation of point sources of contamination will be required.
- Pre-remediation activity between sites requires critical interface.
- Pre-remediation and remediation activities at a site require significant interface and coordination.
- Close coordination of remediation effort must be maintained between sites.
- Project conditions indicate a high probability of frequently changing site conditions requiring significant adjustments in remediation technique and/or methods.
- Project funding is phased by site, operable unit, or remediation activity.
- Contractor accountability/liability is a critical issue.
- Management of more than one contractor on an installation presents unacceptable administration problems.
- Project conditions indicate there will be a need for the contractor to respond very quickly to situations without interference from other contractor(s) working in close proximity.
- Work is best accomplished using only a cost reimbursement type contract.

Once an installation has been approved for TERC, it is intended that the TERC contractor will generally accomplish all HTRW work at that installation or location. Situations may occur, however, where it is in the government's best interest to use other contracts or in-house forces to accomplish HTRW work at a TERC installation.

The use of large indefinite delivery/indefinite quantity contracts, such as TERC, is the subject of continued Congressional interest and may be limited in Federal appropriation language. The use and management of TERC must comply with such restrictions and Congressional intent.

B. Design Districts and Boundaries.

TERCs will only be acquired and administered by HTRW design districts approved by Headquarters, US Army Corps of Engineers (HQUSACE) as described in Chapter 2 of this Management Plan. These districts shall be termed TERC Districts. The district's TERC boundaries will generally be the boundaries of its parent Major Subordinate Command (MSC) for the program where the TERC is being used. For instance, for military customers, the TERC District's contract boundary would generally be that of the Military boundary of its MSC; for civil customers, the MSC's civil boundary, etc.

Alternatively, TERCs may be solicited and awarded on a site or installation specific basis where the customer requirement necessitates an over-arching restoration strategy including a cradle-to-grave

approach for several adjacent or overlapping areas. The TERC boundary need not be the entire parent MSC boundary when the requirements do not justify.

On a case-by-case basis as approved by the PARC, the contract boundary may be associated with a customer's boundary or customer's specific requirement.

C. Contract Description.

All TERCs, and their individual task orders, are cost-reimbursement contracts. Cost-reimbursement contracts are generally preferred over fixed-price contracts when there is uncertainty in the scope of work to be performed. The contractor is reimbursed for allowable, allocable and reasonable costs incurred, rather than for work accomplished. Cost reimbursement contracts require the government assume greater cost risk than a fixed-price contract. To minimize that risk, the government must devote an adequate number of personnel to administer and manage those contracts and must become more intimately involved in their execution.

All work performed under TERC is subject to applicable regulations, policies, and law. All work will be accomplished through the issuance of task orders. Separate task orders for management or overhead services will not be issued. Costs for those services will be included in the costs of each task order, consistent with the terms negotiated under the basic TERC Contract Management Procedures.

Each task order will be cost-plus fixed fee (CPFF), cost-plus award fee (CPAF), cost-plus incentive fee (CPIF), or a combination of these contract types, if appropriate. Fixed-price, time and materials and other contract type task orders are not permitted under TERC. A variety of subcontracting arrangements are permitted, including fixed-price and cost-reimbursement subcontracts. However, time and material subcontracts shall not be permitted under TERC at any level unless the use of other subcontract types is not feasible. Subcontracting controls, including approved subcontracting plans, are required for a TERC contract or task order.

1. Full Range of Services. TERCs, either through joint ventures or substantial subcontracting relationships, must be able to accomplish all prospective HTRW tasks. A partial list of services includes, but is not limited to:

Pre-design activity

- Preliminary assessments
- Site inspections
- Remedial investigations
- Feasibility studies
- Treatability, testing, and computer modeling
- Database development and management
- Decision document preparation and processing

Related studies and assessments

Design activity

- Design drawings and plans
- Treatability studies, pilot testing
- Regulatory/operational permits preparation
- Specifications
- Design analysis

Remedial activity

- Excavation
- Removal and transportation of waste
- Demolition
- Disposal
- Well drilling and installation
- Treatment plant construction
- Monitoring system installation
- Short term O&M, typically not to exceed 2-years (e.g., treatment plant operation)
- Implement existing, improved, and new technology
- Waste containment

Although TERCs are not necessarily selected based on ordnance and explosive (OE) waste capability, TERCs can and will likely be used in a unified approach to perform OE work in conjunction with HTRW work to minimize cost and schedule impacts. Whenever TERC is used for OE work, the district must follow the requirements set forth in ER 1110-1-8153¹.

2. Installation and Site Limitations. For purposes of TERC, installations are either specified or non-specified. A specified installation is an installation identified in the original justification to the PARC for acquisition of the TERC. The anchor installation - that installation which, at a minimum, must be identified in each new TERC solicitation - is a specified installation. The TERC is also permitted to accomplish remedial activity at installations not identified in the basic contract, the solicitation, or the original justification to the PARC, but fall within the contract boundary and otherwise meet TERC use criteria. Those installations are defined as non-specified installations.

If a TERC is being considered for solicitation and award where it is anticipated there are two or more anchor installations involved, multiple awards shall be considered by the PCO. If multiple awards are not made, the PCO shall document the file reflecting the reason(s) for a single award.

¹ Engineering Regulation No. 1110-1-8153, Engineering and Design, Ordnance And Explosives Response, 14 May 1999.

For programs such as FUDS, FUSRAP, or Superfund not associated with active military installations, the term "site" may be used throughout this Management Plan in-place of installation.

3. Cost Limitations and Funding. Each TERC will specify a minimum and a maximum dollar value of services to be acquired under the contract. The specified minimum dollar value of services to be acquired must be more than a nominal dollar value, shall be in accordance with Engineering Federal Acquisition Regulation Supplement (EFARS) 16.504, shall be related to the specified maximum dollar value of service to be acquired under the contract, and shall be approved by the PARC. The maximum dollar value of services to be acquired under the contract (TERC ceiling) shall be based upon the amount of work estimated to be accomplished under the contract in accordance with the TERC Acquisition Plan. If requirements necessitate an increase in the TERC ceiling, the TERC District must request an increase in accordance with the Federal Acquisition Regulation (FAR) subpart 6 and supplements thereto. TERCs shall not be initiated for prospective customers without a commitment of funds sufficient to cover the minimum dollar value of service specified to be acquired under the contract.

4. Utilization of Socially and Economically Disadvantaged Firms. TERCs provide the USACE acquisition workforce with very powerful and flexible contractual instruments to accomplish "cradle to grave" remediation of complex HTRW sites/installations. TERCs also provide significant ready capability and capacity to support DOD and USACE Socio-Economic program objectives by aggressively encouraging large business contractors to support the development of small businesses (SB), small disadvantaged businesses (SDB), women owned small businesses (WOB) and HUBZone small business concerns performing in the environmental restoration industry. Equally important is the use of local hiring preferences in the vicinity of installations closed under the Base Realignment and Closure (BRAC) legislation. These key USACE objectives are accomplished by providing appropriate consideration of all Socio-Economic programs during the initial acquisition planning process, the solicitation and source selection process, and during actual contract performance.

a. Initial Acquisition Planning: During initial acquisition planning processes, TERCs shall be sized to meet the needs of the requirements projected to be accomplished under the contract. Some requirements present an opportunity to size TERC solicitations small enough to allow small and/or minority businesses to compete for award of the prime contract. However, the need to accomplish requirements on a "cradle to grave" basis frequently establishes requirements so large that it is not feasible for SB/SDB/WOB or HUBZone firms to compete for the prime contract award. In such instances, acquisition managers shall aggressively pursue achievement of USACE Socio-Economic program objectives during the solicitation and source selection process.

b. Solicitation and Source Selection: Solicitations shall be structured to place significant emphasis on the utilization of SB/SDB/WOB or HUBZone small business firms as a part of the TERC teaming arrangement when requirements are sized such that it is not feasible for small business firms to compete for the prime contract. The teaming arrangements may include SB/SDB/WOB or HUBZone

small business firms as first tier subcontractors, as a part of a joint venture group, or as a protégé in the DOD Mentor-Protégé program.

Source selection processes shall include evaluation of an offer's past performance in utilization of SB/SDB/WOB and HUBZone small business. As a minimum, it is recommended that past utilization evaluate:

- The percent of subcontract dollars awarded to SB/SDB/WOB. Offerors demonstrating higher percentages should receive higher ratings.
- The kind of work the Offeror has subcontracted in the past to SB/SDB/WOB and HUBZone small business firms. Firms demonstrating past utilization of Socio-Economic firms to accomplish more technically complex HTRW activities should be given more favorable consideration during best value determinations than firms demonstrating utilization of these firms to accomplish standard services such as fence building and road or sidewalk construction.
- The ratio of the use of SB/SDB/WOB and HUBZone small business firms based upon total contract value. It is recommended that Offerors demonstrating higher ratios receive favorable consideration during the best value determination.

Source selection procedures shall include evaluation of an Offerors' planned utilization of SB/SDB/WOB and HUBZone small business firms under the anticipated contract. Offerors proposing higher and more technically complex utilization of SB/SDB/WOB and HUBZone small business firms shall receive favorable consideration during best value determination. Additionally, offerors that have an established formal mentor-protégé program with a SB/SDB/WOB or HUBZone small business firm shall receive favorable consideration.

c. Postaward Contract Administration: TERC PCOs shall require the submission of subcontracting plans with initial offers, or at other appropriate times prior to contract award. When determining subcontracting plans should be required, as well as when and with whom plans should be negotiated, the PCO shall consider the integrity of the competitive process, the goal of affording maximum practicable opportunity for SB/SDB/WOB and HUBZone small business concerns to participate, and the burden placed on offerors. If it is determined that a subcontracting plan is not required because there are no subcontracting possibilities, the PCO shall prepare a written determination which shall be approved by the District Commander and placed in the contract file.

The TERC contractor shall provide periodic reports of subcontracting activity and small business utilization. The PCO will ensure the information is reported through command channels to HQUSACE. USACE's goal for SB/SDB/WOB and HUBZone small businesses in the TERC teaming arrangement is to provide meaningful work, to assure positive and long-term training, and to enhance the development of these firms. As the USACE goals for SB/SDB/WOB, HUBZone small businesses or other Socio-Economic programs participation change, the PCO shall reflect these changes at the appropriate time in the requirements of the TERC. The PCO, or contracting officer (KO), and District

Small and Disadvantaged Business Utilization Specialist shall monitor and enforce adherence to approved subcontracting plans through out the TERC contractor's performance to ensure participation to the maximum extent practicable. Achieving a high percentage of subcontract participation by socially and/or economically disadvantaged firms is an important USACE goal.

D. The TERC Flow Process.

Five phases are used to describe the primary flow-of-work necessary to acquire and manage a TERC. Those phases displayed in the flow charts of Figures 1-1 through 1-6 are:

Phase I - Request for Authority to Acquire a TERC. The customer must initiate and USACE must approve and accept a prospective project to serve as the anchor installation before the TERC acquisition can begin. This phase is concluded with the PARC approval of the MSC's endorsement of the district request for authority to undertake a TERC acquisition. For the Formerly Used Defense Sites (FUDS), Formerly Utilized Sites Remedial Action Program (FUSRAP), or Civil Works Programs, the Corps district will initiate the project request.

Phase II - Request for Proposals. During this phase, the TERC District will develop the contract scope of work, announce the solicitation through the Commerce Business Daily, and provide Requests for Proposals (RFP) to contractors expressing an interest in submitting a proposal.

Phase III - Source Selection. A formal source selection process is used by the district to ensure that the government fairly selects a contractor offering the best value for its services and who demonstrates a clear capability and capacity to undertake and successfully execute work under a TERC.

Phase IV - TERC Award. The contractor selected for TERC is required to prepare a detailed summary of the methods, subcontracting, staffing, accounting and management information systems, and numerous other requirements that become the basis for execution of the contract. These factors, termed Contract Management Procedures (CMPs), must be embodied as terms and conditions of the contract prior to issuance of the first task order.

Phase V - Postaward Contract Administration. Following award of a TERC, the Corps district will identify project-specific requirements in task order Performance Work Statements (PWS). Each PWS will be jointly developed and will utilize the knowledge and technical input of the contractor, the Corps team, the customer, regulators, and other key decision makers that will likely affect project outcome. Each task order will be written with performance oriented requirements emphasizing desired outcomes rather than specified approaches. Additional non-specified sites shall follow the procedures delineated in Chapter 2, paragraph A.4.c, TERC Project Screening, for determination of applicability.

TERC PROCESS

PHASE I – Request for Authority to Acquire a TERC

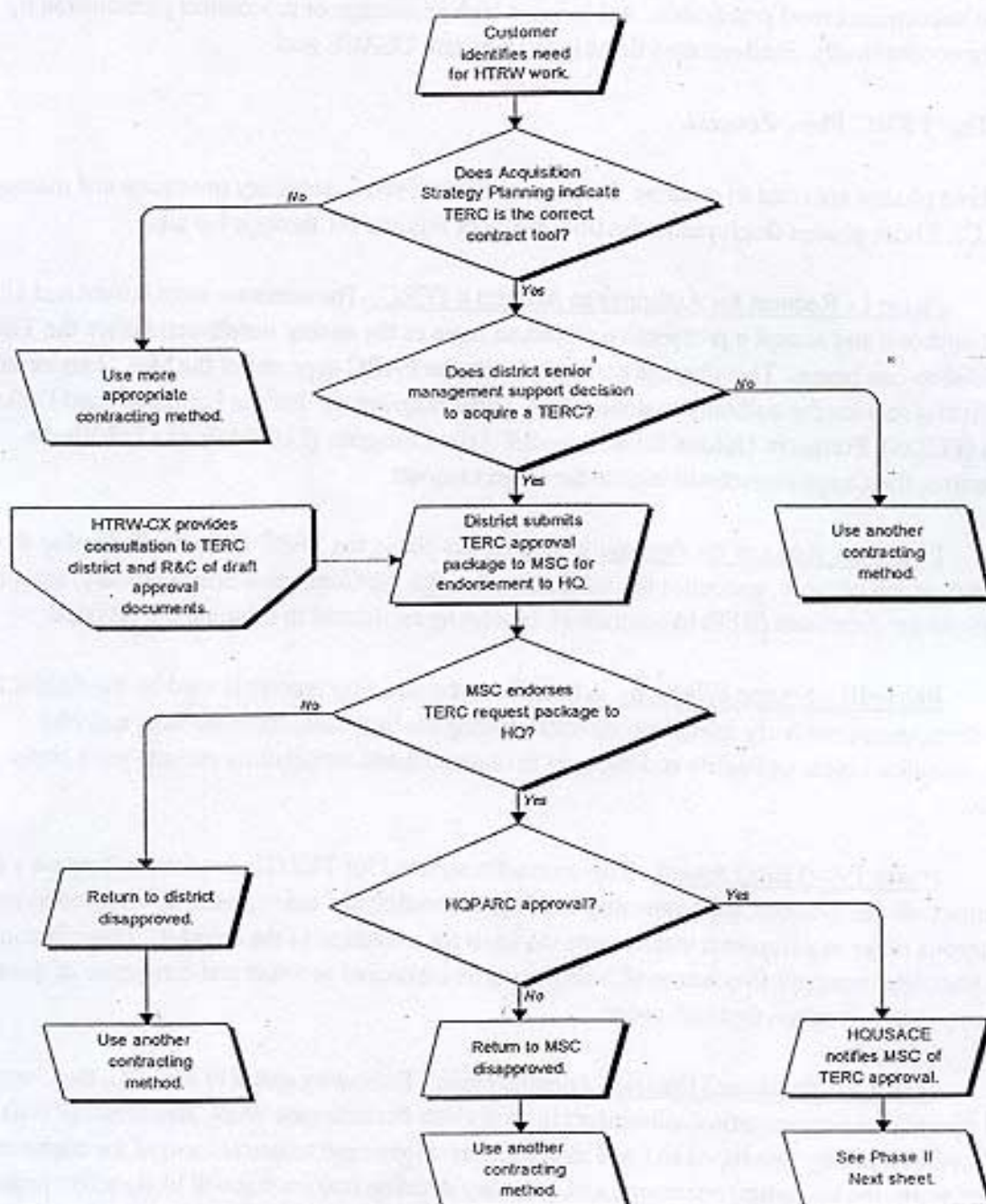


Figure 1-1.

TERC PROCESS PHASE II – Request for Proposals

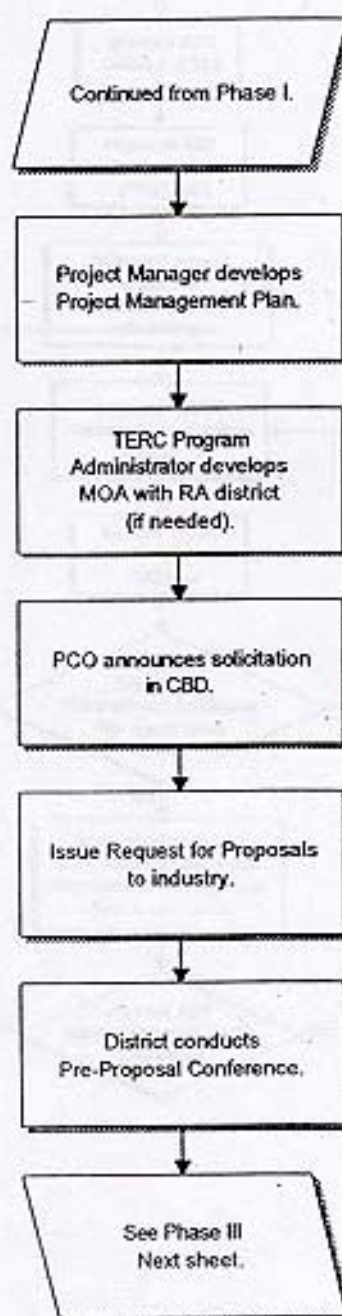


Figure 1-2.

TERC PROCESS PHASE III – Source Selection

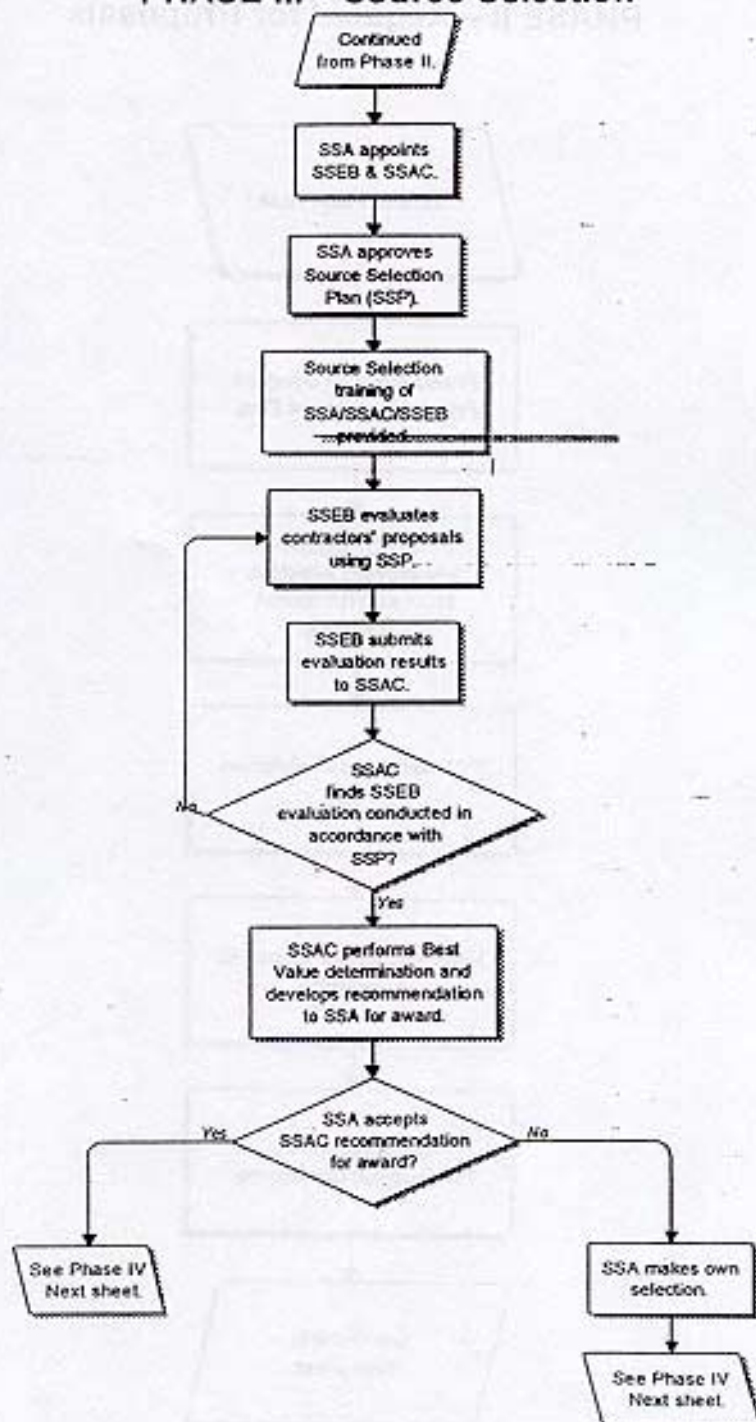


Figure 1-3.

TERC PROCESS
Phase IV – TERC Award
(Option A – Discussions involving CMPs prior to contract award.)

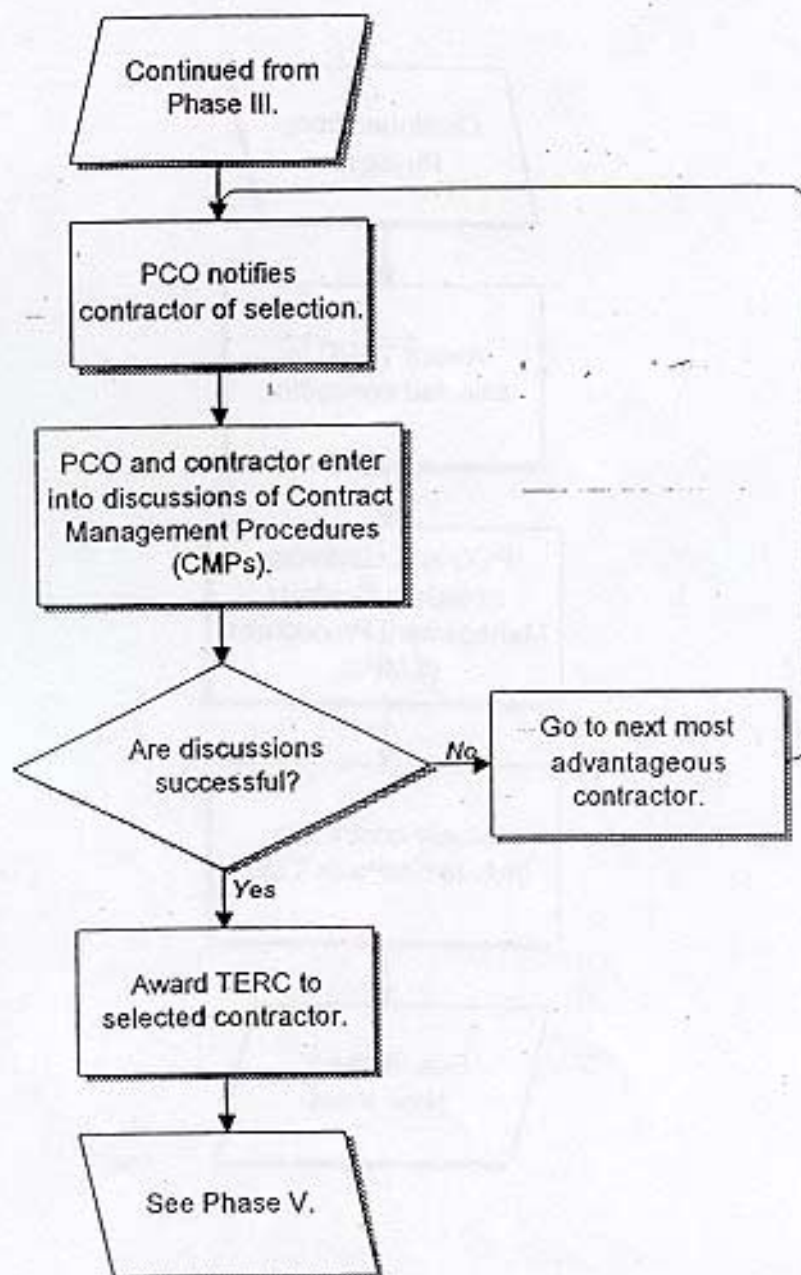


Figure 1-4.

TERC PROCESS
Phase IV – TERC Award
(Option B – Negotiation of CMPs after contract award.)

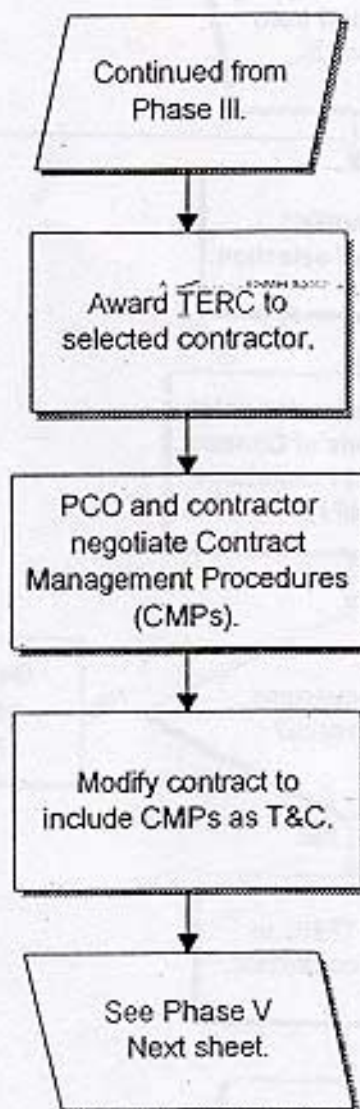


Figure 1-5.

TERC PROCESS

Phase V – Postaward Contract Administration

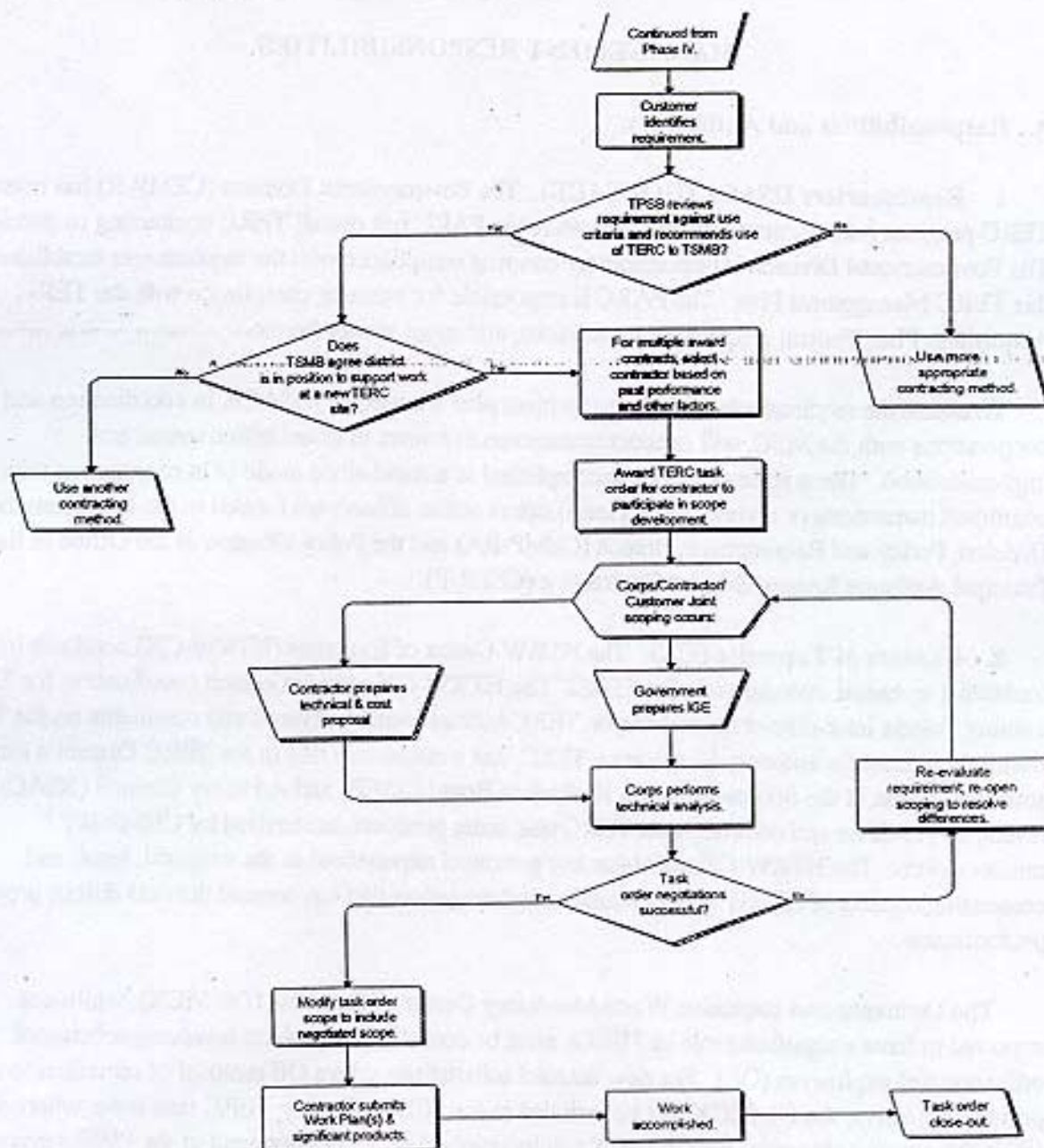


Figure 1-6.

CHAPTER 2

MANAGEMENT RESPONSIBILITIES

A. Responsibilities and Authorities.

1. **Headquarters USACE (HQUSACE).** The Environmental Division (CEMP-R) has overall TERC program management responsibility while the PARC has overall TERC contracting responsibility. The Environmental Division is responsible for ensuring compliance with the requirements established in this TERC Management Plan. The PARC is responsible for ensuring compliance with the TERC Acquisition Plan, Federal Acquisition Regulations, and supplements thereto.

To assure the requirements of this management plan are met, HQUSACE, in coordination and cooperations with the MSC, will conduct management reviews to assess effectiveness and implementation. These reviews will be accomplished in a stand-alone mode or in conjunction with other command inspections or reviews. The Headquarters action officers are located in the Environmental Division, Policy and Requirements Branch (CEMP-RA) and the Policy Division of the Office of the Principal Assistant Responsible for Contracting (CEPR-P).

2. **Centers of Expertise (CX).** The HTRW Center of Expertise (HTRW-CX) conducts its traditional technical oversight role for TERC. The HTRW-CX provides central coordination for TERC training, fosters inter-district networking on TERC lessons learned, reviews and comments on the TERC District's request for authority to acquire a TERC, has a mandatory role in the TERC District's formal source selection at the Source Selection Evaluation Board (SSEB) and Advisory Council (SSAC) levels, and reviews and comments on TERC task order products, as required by CEMP-RT² memorandum. The HTRW-CX maintains key personnel experienced in the technical, legal, and contracting aspects of HTRW project planning and execution that can counsel districts during project performance.

The Ordnance and Explosive Waste Mandatory Center of Expertise (OE MCX), while not expected to have a significant role in TERCs, must be consulted for projects involving substantial ordnance and explosives (OE). For new contract solicitations where OE removal or remediation is a primary objective, the OE MCX will be included in the SSEB. For any TERC task order where the OE is the primary objective, the OE MCX will be involved in the development of the PWS, reviewing the contractor's proposal, and providing a statement of findings with recommendation on whether the

² Reference CEMP-RT memorandum dated 23 September 1997, SUBJECT: Changes in HTRW Technical Roles and Responsibilities Due to Division Laboratory Closures

proposal is technically sufficient.

3. Major Subordinate Commands (MSC). The division office is responsible for overseeing district Quality Control processes. The MSC will include the requirements of this management plan in their review of their district's management, technical, and contracting quality processes and mechanisms used to produce quality products and services and the district Quality Assurance processes of contractor products and services. The TERC District's MSC shall insure the geographic MSC is notified in writing if TERC work involves operations within the geographic MSC's area of responsibility, in accordance with ER 5-1-10³.

4. TERC Districts. TERC Districts have a wide range of roles and responsibilities associated with the solicitation, award, administration, and closeout of the indefinite delivery/indefinite quantity TERC and the planning, award, administration, and closeout of task orders. A district level TERC team, consisting of a dedicated cadre of people assigned primary responsibility for TERC, has proven to be an effective method for managing TERC. Lead by an experienced project manager, a typical team will include a contract specialist and an engineer or other professional experienced in managing environmental remediation projects. The PCO, a member of the district counsel's staff, environmental engineers, scientists, and construction specialists should be designated primary responsibility for TERC execution. This group would serve, as required.

The following activities, in conjunction with the TERC Management and Contract Management functions discussed in later sections, are some of the more important TERC District roles and responsibilities in TERC execution:

a. Acquisition Strategy Planning. The Federal Acquisition Regulations Part 7 requires agencies to perform acquisition strategy planning for all acquisitions to ensure that the government's needs are met in the most effective, economical, and timely manner. Consistent with this requirement, districts must screen new projects to determine if the appropriate contracting tool is already available to them or if the requirement necessitates the acquisition of a new contract. If that new contract is determined by the PCO to be a TERC, the results of this decision process must be documented in writing and a copy maintained in the official contract file. Once the decision that a TERC acquisition is necessary to meet the district requirements, the procedures established in the USACE TERC Acquisition Plan and this Management Plan must be followed.

b. Requesting Authority to Initiate a TERC Acquisition. The PARC is the approving authority for all TERC ID/IQ acquisitions. Districts that have established, through acquisition strategy planning, a need for a TERC shall forward a request for authority to acquire a TERC through their MSC for endorsement to the office of the PARC. The initial request will include the following documentation:

3 Engineering Regulation No. 5-1-10, Management, Corps-Wide Areas of Work Responsibility, 30 September 1997.

- A cover memorandum through the District Commander and signed by the PCO requesting approval to acquire a TERC. The memorandum shall present the following items:
 - The reasons and justifications of why the use of a TERC is the best method to meet the Government's requirement.
 - Assurances that the district will fully comply with this Management Plan and the formal Acquisition Plan for Total Environmental Restoration Contracts, as amended.
 - Identification of the primary customer (the Anchor Installation) for which the TERC will provide support and assurance of the primary customer's commitment to using the TERC.
 - Detailed description of work to be accomplished.
 - The total amount of the contract ceiling and the basis for that amount.
 - Proposed subcontracting floors, with type of work that will be subcontracted.
- A copy of the customer's letter expressing their commitment to utilize the TERC and to provide a funding stream which will (a) justify the districts expenditure of funds and manpower in undertaking this acquisition process, (b) preclude the award of a hollow contract, and (c) provide funding sufficient to make a binding contract award.
- Three copies of the final draft of the Request for Proposal.
- A final draft of the formal Source Selection Plan. Prior to forwarding, the plan shall be edited to preclude the release of critical source selection sensitive information. Such edited information shall include the method of scoring evaluation elements, the weights of each evaluation element, names of source selection team members (SSA, PCO, SSAC/SSEB members), etc.
- A copy of the district response-to-comments to the HIRW-CX's review and comment of the early draft of the RFP and Source Selection Plan (SSP).
- A draft of the synopsis to be published in the Commerce Business Daily.
- The TERC District's Staffing Plan for TERC implementation, administration, and management. This plan shall identify all key individuals by name and position, their specific responsibilities in the overall management of the TERC, and their qualifications to perform key functions of TERC management (education, formal and informal training, and relevant experience).
- Evidence of written approval from the affected USACE activity if the proposed contract is for brokered work outside the TERC District's assigned area of responsibility, in accordance with ER 5-1-10.

A copy of the district memorandum, and subsequent approval letter, will be filed in the official contract file to express the district senior management's commitment that sufficient trained and experienced personnel and fiscal resources will be provided to ensure successful TERC execution.

The TERC Project Delivery Team Responsibility Matrix in Appendix F further identifies the roles and responsibilities for the request for approval.

c. **TERC Project Screening.** After award of the TERC ID/IQ contract, the TERC District will establish a two level project screening process. This process will cover each non-specified site that is being considered as a TERC candidate. A decision to use TERC on an installation or site is not a carte-blanc justification that all subsequent HTRW work fence-to-fence at that installation or site should be performed under the initial determination without further consideration. The decision whether a new requirement is suitable for performance under the initial determination must be based on a reasoned approach that again looks at the requirement, what contract tools are available, and whether the new requirement "fits" into the reasons TERC was initially considered right at that site. The PM will provide a recommendation as to whether new work is so intertwined with ongoing work as to make TERC the prudent choice. If this recommendation is endorsed by the TERC Program Administrator and accepted by the PCO/KO, then the new site can fall within the initial TERC Project Screening Board (TPSB) and TERC Senior Management Board (TSMB) determinations.

(1) **The TERC Project Screen Board (TPSB).** The addition of a non-specified site or installation must go through a screening process to determine if TERC is the correct contract tool. The TERC Project Screening Board will determine if the customer project requirements meet the criteria for a TERC project expressed in this Management Plan. The TPSB will be chaired by the prospective PM and will include the customer, representatives from the engineering, contracting, construction, and office of counsel functions of the TERC District, and the construction function of the remedial action district when its installations are involved. The TERC Program Administrator serves as counsel to the project manager on standard practices and procedures in conducting the screening. The TPSB determination will be in writing and will either recommend to senior management why use of TERC is the preferred contracting approach, or advise against the use of TERC and provide the reasons why. The TERC Program Administrator will ensure recommendations of the TPSB are consistent and meet the guidelines established in district Program and Project Management Business Practices (PMBPs).

(2) **The TERC Senior Management Board (TSMB).** The TERC Senior Management Board will review the TPSB recommendations and determine if the district is in a position to undertake a new TERC requirement. Considerations, including available staffing and other resources and commitments required of the customer and other participating districts, will help the TSMB to reach its decision. The TSMB will be chaired by the Deputy District Engineer for Program and Project Management (DPM) of the district performing project management and will include the TERC District's chiefs of engineering, small business, contracting, and construction and the remedial action district chief of construction. The written decision from this deliberation will be placed in the task order official contract file.

5. **Remedial Action Districts.** When a TERC is used to undertake a project that falls within another district or division area of responsibility, special coordination and preparations are required. The Remedial Action district, that is the geographic district responsible for oversight of the field work associated with the investigation, remedial action, or Operation and Maintenance (O&M) phase of the project, shall assign appropriate staff to be responsible for TERC on-site contract administration.

Government representatives at the on-site office must oversee contractor performance and assume government responsibility for ensuring that the quality of remediation complies with the PWS. The Remedial Action district will retain administrative control over the contractor's on-site activities.

While the PCO retains ultimate responsibility for the TERC, a Contracting Officer's Representative (COR) may be appointed in writing per Defense Federal Acquisition Regulation Supplement, subpart 201.602-2. CORs are to assist in the technical monitoring and administration of the contract and may only act within the scope and limitation of his/her COR appointment letter. Only duly appointed Contracting Officers (KO) or Administrative Contracting Officers (ACO) (if appropriate) may direct or correct the contractor's efforts, and then only within the limits of his/her warrant. CORs shall maintain a file, to include a copy of the Contracting Officer's letter of designation and other documentation describing the COR's duties and responsibilities, and documentation of actions taken in accordance with the delegation of authority.

6. Geographic HTRW Design District. When a TERC task order is awarded for work outside the TERC District's boundary for the remedial action phase, the geographic HTRW design district plays an important role. This includes augmenting the TERC District's capability through local knowledge of installation conditions and striving to provide the best possible local organization and staffing to accomplish the workload required by each TERC project. The geographic HTRW design district will retain responsibility for the investigation, study, and design phases of non-TERC HTRW projects at TERC installations.

7. Customer. No member of the TERC team has a greater responsibility than the customer. Not only does the customer provide the funds and remediation requirements, they also are the bridge with the community and regulatory bodies that must ultimately be satisfied with the site remediation effort. Optimally, the customer should participate in the initial proposal evaluation and source selection process. Of even greater importance, the customer must be involved in decisions during postaward task order administration. Because there is so much uncertainty with HTRW projects, technical direction must be given to the contractor, sometimes on short notice. Such direction could ultimately result in the requirement for additional funds, schedule changes, and technical solutions different than those originally planned. Effective customer participation will help ensure such decisions are made with the customer's interest best served.

B. Resources, Commitment, And Agreements.

1. Staffing - A Numbers and Quality Issue. There is perhaps no greater risk to the viability of TERC than a shortage of trained and qualified people to administer and manage a TERC project. The TERC District must develop a staffing plan specific to management of the TERC prior to requesting authority from HQ to acquire a TERC. After award of the contract and task orders, the Project Manager must bring together a Project delivery Team that will work in a seamless business process to

efficiently responds to customer and project needs.. An example of how a district may organize to function under the Project Delivery Team relationship implied by TERC is shown in Appendix E.

2. Funding Commitment. TERCs require an intensive district staffing commitment to award and administer the TERC and the individual task orders for the performance of work. The cost to acquire a TERC is normally covered as a direct cost borne by the anchor installation(s), or as an indirect cost to the TERC District's overhead account. If an indirect cost, current USACE requirements for the depletion of this cost must be followed. The cost for the administration of the contract and task orders must be absorbed as a direct cost by the current customers.

3. Payment Voucher Verification. Verification of vouchers for a cost-reimbursement contract requires more effort than verifying visible progress under a fixed-price arrangement. The TERC contractor's Financial Management System must be approved for use in the performance of government cost-reimbursement contracts and must be relied on to produce timely variance reports the Corps and the contractor will use to take mitigating actions to meet baseline cost and schedule parameters.

Since payments on cost-reimbursement contracts are disbursed based upon actual costs incurred, government representatives must verify, to the best of their knowledge, that costs represented on payment vouchers reflect actual costs incurred by the contractor during that billing period. Verification of the payment vouchers, therefore, must be accomplished by technical personnel or field office representatives having the most direct knowledge of the contractor's schedule, daily activities, burden rates, project requirements, and processes. Technical personnel and/or field office representatives are not responsible for certifying or reconciling contractor labor costs or material cost invoices to amounts included on contractor payment vouchers. Cost certification and reconciliation activities are the responsibility of the cognizant audit agent and are generally accomplished during contract or task order closeout procedures. This is also the time when cost allocation and allowability determinations are made by contract auditors and, as appropriate, the Contracting Officer. See the **Recommended Procedures for Processing Payment Vouchers on Cost-Reimbursement Contracts** contained in Appendix C.

4. Memoranda of Agreement (MOA). How each district assigns TERC responsibility internally is a district decision that must be reflected in its Program and Project Management Business Processes and internal staffing plans. When those responsibilities are shared with other districts, those responsibilities shall be codified by written agreement in MOAs. Early and very specific agreements between the TERC District, the Remedial Action district, and/or the geographic HTRW Design district shall be developed for each TERC project. Appendix D contains a list of issues that should be considered when preparing a MOA.

The customer is expected to participate in key steps as its projects proceed from requirement to closeout. Far more than in traditional fixed-price contracting where the work is clearly defined, the customer must be a key advisor to other team members to make sure its needs are continuously being

met and its funds properly spent. Changes will occur during performance of the work and the nature of these change will require customer input. It is highly desirable that the customer is a party to MOAs between Corps districts, or that separate MOAs be initiated between the project management district and the customer.

C. Contract Management. Under cost-reimbursement contracts, the contractor functions as an extension of the government's capability. The government, on the other hand, cannot relinquish its responsibility for protecting the public's interests. That inherent government responsibility requires that an arm's length relationship exist while close oversight of the contractor's operations is maintained.

1. PCO Authority and Appointment. The Procuring Contracting Officer in the TERC District is responsible for the acquisition and award of the TERC ID/IQ contract, management of the contract terms and conditions, Contract Management Procedures (CMPs), Advanced Agreements, and contract closeout. The PCO is also responsible for activities associated with the issuance of task orders within the TERC District boundary. PCO authority cannot be transferred to other individuals within the TERC District, to the remedial action district, or to districts receiving a transfer of contract capacity (see below). The transfer of PCO authority to successors will be handled in accordance with all acquisition regulations and internal Standard Operating Procedures.

2. Model Request for Proposals. Each district undertaking a TERC acquisition will use the model document(s) maintained by the HTRW-CX for all TERCs. This approach provides a consistency of approach and builds on the lessons learned from previous solicitations. Reasonable changes to the model RFP to accommodate local requirements are expected and encouraged (the HTRW-CX will be provided a copy of those changes for the purpose of whether to add them to the model document). Any change must be consistent with this Management Plan and the TERC Acquisition Plan. Changes are also expected to ensure compliance with current USACE Socio-Economic goals and objectives.

3. Source Selection Procedures. Consistent with the Competition in Contracting Act (CICA), contractors will be solicited and selected using competitive formal source selection procedures specified in FAR Part 15 and supplements thereto (Also see Army Federal Acquisition Regulation Supplements (AFARS), Manual No. 1, Formal Source Selection Provisions for Army Systems Acquisition, as well as the AMC Pamphlet 715-3, a Best Practices Guide to Source Selection.). Districts will incorporate a process that complies with the provisions established in the TERC Acquisition Plan. Above all, fairness and integrity in the source selection process will be maintained at all times.

4. Transfer of TERC Capacity. A TERC PCO may, in coordination with their MSC and the receiving district's MSC, transfer a portion of the TERC capacity to another qualified HTRW Design district for local execution and management. This transfer shall be subject to the geographic and customer limitations of the original contract award. With this transfer, the PCO shall appoint a Contracting Officer in the receiving district with the full authority to solicit, negotiate, award, execute,

modify, and close task orders within the funding limitations of the transfer and the terms and conditions of the TERC. The conditions of use and other appropriate management and oversight roles and responsibilities shall be established prior to transfer in a MOA between the TERC District and the receiving district.

The receiving HTRW Design district must be qualified in its own right and be able to demonstrate to the TERC PCO that sufficient trained and experienced personnel and adequate resources will be applied to properly manage and execute task orders under the contract. The receiving district shall comply with this Management Plan. In addition, the PCO, as the overall contract manager, will require certain management and contract activity reports to be submitted.

The TERC PCO, working with the TERC Program Administrator, will review and provide an appropriate level of oversight of the work performed by the receiving district to ensure proper and consistent application of the basic contract's terms and conditions and adherence to relevant TERC policies and guidelines. These relationships and responsibilities will be included in the Memorandum of Agreement between the districts.

The TERC PCO will serve as the overall contract manager and shall retain the sole responsibility to manage the overall contract performance. Subject to the written approval of the PCO, additional Contract Management Procedures may be developed at the receiving district to facilitate local management of task orders.

5. Contract and Task Order Closeout. The cost-reimbursement contractor's promise is to apply its best efforts to complete the project within available funds. This is not a guarantee of a completed project. Task orders will be closed out when the job is completed or when the funds are depleted. The cognizant audit agency, the Defense Contract Audit Agency (DCAA) for the majority of the TERCs, will conduct interim and final audits of the TERC contracts and task orders. Each task order must be audited after closure and each TERC ID/IQ contract is subject to a final audit after all costs have been claimed and resolved.

FAR 42.708 directs the KO to use the quick-closeout procedures, when possible, to negotiate the settlement of final indirect costs for physically complete cost-reimbursement contracts (and task orders) in advance of the determination of final indirect costs by audit. To fall under this mandated requirement, the amount of unsettled indirect costs to be allocated to the contract (or task order) must be relatively insignificant, as judged by criteria expressed in the FAR. Pursuing quick-closeout often results in a win-win situation in that it reduces the government's and contractor's management costs, and allows the customer, the contractor, and the Corps to get physically completed projects off their financial books.

Although no guidance is presented in the FAR for quick closeout, the process will involve obtaining the contractor's final rate proposal, developing negotiation objectives, negotiating reasonable rates, and signing a bilateral agreement with the contractor. Throughout this process, the KO should consult with

the cognizant audit agent who can perform an advisory audit to assist in developing negotiation objectives. The audit agent can also advise on the suitability of the contractor's financial management system, purchasing system, and other critical management information systems, that could assist the KO in performing risk management decisions

Public Law ⁴ stipulates fixed appropriation accounts shall be closed for the purpose of making obligations or expenditures on September 30th of the fifth fiscal year following the period they were available for obligation. Simply speaking, task orders lasting more than 5 years may have the obligated funds expire before payments can be made. Districts need to factor this limitation into their execution strategies and need to structure their task orders to include only work they can physically and financially complete within 5 years. The incremental closeout of task orders is not possible, as the final cost of the task order and all of its sub-components, will not be known until the entire task order is closed-out.

6. Contractor Performance Evaluation. Corps districts will evaluate the TERC contractor's performance using the Past Performance Information Management System (PPMIS), the Architect-Engineer Contract Administration and Support System (ACASS), or the Construction Contract Administration and Support System (CCASS), as appropriate. Current regulations governing ACASS and CCASS apply. A determination must be made by the PM when questions not otherwise covered by the regulations, MOA, or other documents arise concerning the appropriate evaluation and reporting process. Evaluations will be prepared annually and at the completion of each task order, or more frequently if deemed appropriate by the PCO/KO.

D. TERC Management. The requirements for programs and project management established in ER 5-1-11 ⁵ applies fully to TERCs.

1. TERC Program Administrator. The performance of work within the TERC District using the TERC will be characterized as a "program" for the purpose of compliance with ER 5-1-11 in terms of a group of projects, services, or other activities that are categorized by the common criteria of the contracting mechanism under which the work is performed. The TERC District shall appoint a TERC Program Administrator (TPA) to assist the Deputy for Program and Project Management (DPM) in providing aggregate oversight and direction for all work performed under a TERC. The TERC Program Administrator roles and responsibilities shall not be delegated outside the TERC District.

The TERC Program Administrator shall develop and maintain Program and Project Management Business Processes (PMBP), such as standard operating procedures, quality management procedures, or other agreements as necessary to provide consistency of approach and process between the TERC contractor and the Corps, and between the Corps functional components. The TERC Program Administrator will be responsible for establishing and maintaining Memoranda of Agreement between

⁴ Public Law 101-510, Section 1405 (31 U.S.C.1552), "Procedure for appropriation accounts available for definite periods".

⁵ Engineering Regulation No. 5-1-11, Management, Program and Project Management, 27 February 1998.

the TERC District and Remedial Action districts, Geographic HTRW Design districts receiving a transfer of TERC capacity, and customers. When projects involve a transfer of work from the TERC District to a Remedial Action district, the TERC Program Administrator, through the assigned PM, must ensure MOAs require consistency with the TERC District's established policies and procedures. For districts with more than one TERC, the DPM shall ensure consistent implementation of the PMBP's between the district's individual contracts.

The TERC Program Administrator shall maintain oversight and ultimate responsibility for the conformance of TERC work with the TERC District policies and procedures, regardless of where the work is performed. TERC Program Administrator shall periodically assess their PMBP to ensure effective and consistent implementation and revise as required.

2. TERC Project Manager. The Project Manager (PM) is responsible to ensure that a customer is receiving HTRW remediation services obtained through a process founded on sound business decisions. For TERC projects, these processes are established within the TERC District's Program and Project Management Business Processes. The PM is the primary point of contact for all project issues. This role includes team leadership to ensure that customer's needs are met. The PM is the single individual the customer and district management will look to for keeping the team members moving towards the common project goals. Through effective reporting, progress monitoring, and daily communications among all team members, the PM is expected to render sound decisions managing the TERC project.

Each project will have a single PM regardless of how many USACE organizations are represented on the team. Generally, this PM will reside at the geographic district. All work performed outside assigned geographic or functional responsibilities must be conducted in accordance with ER 5-1-10⁶.

3. Technical Project Planning and Execution. The district functional managers will assign technical support to the Project Delivery Team. To ensure the work is being executed properly and effectively, the PM, the design district COR, and the remedial action district Resident Engineer or COR must actively monitor, maintain a presence with the contractor's staff, provide technical oversight, and provide contract management services to ensure task order work is proceeding as required. TERC will require much greater coordination between the Corps' design/technical teams and the field office staff to ensure the right technical resources are at the site at critical junctures of the project to assist the field office staff in making sound technical decisions. Business-as-usual practices, suitable for fixed-price contracts, are inadequate in providing timely and informed technical decisions in the field for cost-reimbursement contracts, such as TERC.

A major advantage of cost-reimbursement contracts is the Corps and the contractor can devote their primary attention to getting the work done, rather than spending time in processing claims, as might be the case under a fixed-price contract. The cost-reimbursement contracting mechanism provides the

6 Engineering Regulation No. 5-1-10, Management, Corps Wide Areas of Work Responsibility, 30 September 1997.

Corps with significant flexibility in developing broad, performance-oriented scope of services and in administering the task order to obtain the desired results. This process reduces adversarial roles between the Corps and the TERC contractor.

In order to maximize these benefits, task order PWS must be developed and framed correctly. It is in the government's best interest to include in the task orders a "best approximation" of the project's final technical and cost outcomes, while fully recognizing the limitations and uncertainties inherent in environmental work that makes the TERC the best choice for the project. In developing a performance-oriented scope of services, the Corps PM should fully utilize the Corps' and the TERC contractor's technical staffs, the customer, regulators, and other stakeholders that can and will affect project outcome. Each team member can bring site knowledge and background to the table to further the mutual understanding of the project. Only then can the Corps expect to provide the customer with the most likely cost and schedule at the outset of the task order. This too will reflect a reasonable basis for the initial determination of the TERC contractor's fee.

The Technical Project Planning (TPP) process, as outlined in EM 200-1-2⁷, is required for use on all environmental restoration projects from initiation to site closeout. The TPP process is intended for use by the Corps project manager in forming and leading the project delivery team in accordance with ER 5-1-11. The TPP process is a critical element of the USACE quality management system. Execution using the process facilitates the TERC contractor's ability to accelerate progress to site closeout. Use of the TPP process results in a clear definition of site closeout and aids in documentation of rationales used to formulate project specific objectives for each phase. Project constraints and dependencies for the entire project are identified and their potential effects on project outcome are documented. TPP ensures that data quality objectives (DQOs) are developed based upon project specific needs to ensure that the decision making process is thorough and sound. Experience in implementation of TPP has shown that independently facilitated focus sessions are beneficial in harmonizing the PDT, customers, regulators, and other stakeholders associated with high visibility projects.

Although remediation of sites or installations contaminated predominantly with ordnance or explosive waste (OE) is not the intent of TERC, the performance of HTRW work under a TERC may uncover OE. To mitigate impacts to the projects cost or schedule, OE avoidance or limited remediation/removal may be included in a TERC scope. If the district anticipates using a TERC on a project where OE is an objective, the Ordnance and Explosive Waste Mandatory Center of Expertise (OE MCX) must be involved in providing comments and written concurrence or non-concurrence on OE and OE-related products in accordance with ER 1110-1-8153.

During PWS development is when the Work Allocation Documents (WADs) structure and Work Breakdown Structure (WBS) must be jointly developed. These up-front agreements must be used during the development of the contractor's cost and technical proposals and the Corps' Independent

⁷ Engineering Manual No. 200-1-2, Technical Project Planning, August 1998.

Government Estimate (IGE). These tools aid in the structured build-up of costs in the agreed-to format and facilitate the negotiation of task order estimated costs.

Under TERC, task orders will be awarded without competition making cost realism analysis important to ensure the contractor's cost reflects a clear understanding of the PWS and is consistent with their technical proposal. The IGE is an important tool in the cost realism analysis of the contractor's proposal. However, it must be realized the degree of estimating precision in developing the IGE for a cost-reimbursement contract cannot approach that of a fixed-price contract. Negotiating the estimated costs of a cost-reimbursement task order as you would the ceiling price of a firm-fixed-price contract will likely lead to false expectations and disappointments for the customer, missed schedules and cost overruns for the Corps, and resentment by the contractor for unfairly reducing fee at time of award.

After award of the task order, the contractor will prepare detailed work plans for executing the PWS. Subcontracting arrangements, equipment rental, work crews, sequencing of tasks, quality control plans, health and safety plans, and schedules and expenditure forecasts are all critical elements for the contractor to arrange in order to initiate work. These contractor-prepared documents capture the critical elements that the contractor will use in guiding task order execution. The government will use these plans to monitor contractor performance and on-site meetings to discuss schedule, cost, quality, safety, contractual issues, and technical issues.

4. Cost Control and Technical Direction. One of the greatest areas of vulnerability in cost-reimbursement contracts is the requirement for the Corps to understand and become part of the contractor's daily operations. This is not to imply relieving the contractor of its management responsibility, but rather to keep daily or weekly track of progress, costs, and work plan deviations. How much control to exercise requires judgment. The value of an effective MIS becomes most apparent during work execution where tracking of variances becomes vital information for all parties to maintain appropriate control.

Cost control is not performed during voucher review, because vouchers are nothing more than a statement of incurred costs that will be paid, subject to a determination of allowability. Cost control is also not an audit, as an audit is concerned with reconciliation and certification of previously incurred costs. Instead, cost control is the process that uses the past as a basis for future actions, by:

- comparing actual performance to budget,
- predicting the task order outcome based on current trends,
- determining the cause of significant variances, and
- taking corrective action, if possible.

The use of technical direction under a cost-reimbursement contract provides the COR with significant authority to affect the final outcome of the project, constrained only by the PWS, the total funding obligated, and the schedule established in the task order. The general scope of services should

be regarded as that work that was fairly and reasonably contemplated by the Corps and the TERC contractor when the task order was negotiated and awarded. Within these constraints, the COR must be prepared to actively facilitate discussions among the project team and stakeholders, to participate in decisions affecting cost, schedule, and quality, and to issue technical direction in the form of instructions and guidance to the contractor on the detailed aspects of task order performance. These are likely to be new roles for many Corps employees with fixed-price contracting backgrounds.

The COR will likely utilize WADs to apportion work elements contained in each major task order PWS. WADs allow the COR to subdivide the task order PWS into manageable elements that facilitate the sequencing, control, and monitoring of work performed.

5. Information and Reports. The TERC contractor's Management Information System (MIS) will be an important consideration in the selection of the successful TERC contractor. This system, when coupled with the contractor's Cost Accounting Standards (CAS) compliant financial management system, provides the basis for timely and accurate cost reports indicating the contractor's performance and expenditure of funds. These systems provide critical supporting information to the PM and COR in their mandatory project roles of participatory management and cost control.

E. Performance Measures. Districts will maintain measures of their TERC contracting actions to quantify if and what benefits were realized when TERCs are used in lieu of non-TERC contracting instruments. Appendix G contains the description of the performance measures and the formula for performing the calculations.

The TERC District will compare the actual costs and schedule of the TERC project to estimates of the cost and schedule likely to have occurred using non-TERC methods. The TERC Project can be comprised of single or multiple TERC task orders. The non-TERC cost and schedule estimates will be derived using methods such as:

- Typical values derived from EPA experience as listed in Appendix G. As a cautionary note, the EPA information is general guidance and should not be used arbitrarily. Estimates based solely on the EPA data should be accompanied by a narrative discussion describing the rationale for applying this information to the specific project being addressed.
- Statistical estimating tools such as "HAZRISK-Cost and Schedule Analysis Software for Environmental Remediation Projects".
- Parametric estimating tools such as "Remedial Action Cost Engineering and Requirements System" (RACER).
- Detailed estimating tools such as the "Microcomputer Aided Cost Engineering System" (MCACES).
- Other recognized tools that provide supportable cost and schedule estimates.

By 15 November each year, districts will submit through their MSC to CEMP-RA a report and analysis of the performance measures of projects or CERCLA/RCRA phases of projects completed

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during the prior fiscal year. Districts are encouraged to use graphical presentations to demonstrate comparisons between the TERC and non-TERC alternatives. Appendix G contains a sample format for such a presentation of the duration performance indicator.

CHAPTER 3

TRAINING ACTION PLAN

In a leadership role, the TERC Program Administrator is expected to provide informal training to the TERC team as new personnel come on board and as a refresher for more experienced personnel. This informal training should augment the mandatory and recommended training listed below by focusing on district specific internal business practices, SOPs, teaming arrangements, technical issues, contractual issues, and management practices. Brown bag sessions and mini-workshops can contribute significantly to the overall understanding of TERC and cost contracting issues since they can address the district specific issues better than in a more formal forum.

Mandatory training is required for both the initial acquisition of a TERC and for the subsequent administration of the contract and task orders issued under the contract. TERC training is a continuing requirement as experienced personnel rotate to new positions or retire and as new personnel are brought in as replacements. The required training is in two forms:

A. **TERC Pre-Award Training.** TERC Districts will be instructed in source selection and best value negotiated procurement. The training is intended for the Source Selection Authority (SSA), the Source Selection Advisory Council (SSAC), and the Source Selection Evaluation Board (SSEB). This training will provide instruction and understanding of the process and activities to be followed in the proposal evaluation and source selection process for the award of the contract. At a minimum, this training shall cover a detailed review of:

- The TERC Acquisition Plan and the TERC Management Plan.
- The Request for Proposals (RFP), especially with regards to Sections L and M.
- FAR Part 15, Contracting by Negotiation.
- The TERC Source Selection Plan.
- Formal Source Selection, especially with regards to the roles and responsibilities of the SSEB, the SSAC, the SSA, and the Contracting Officer.
- Best Value Comparative Analysis.
- Procurement Integrity

This training is available through the HTRW-CX.

B. **TERC Post-Award Training.** The USACE Proponent Sponsored Engineer Corps Training (PROSPECT) program offers course number 228 entitled "*TERC - The Planning, Award, and Administration of Task Orders*". Prior to execution of work under their contract, key TERC District staff including CORs, shall receive this PROSPECT training. Districts must include the TERC team responsible for management and execution of the TERC and task orders. This team includes project

management, technical staff, contracting, office of counsel, and construction to include the Remedial Action districts that will be responsible for field oversight of a project. It is highly recommended the customer, the TERC contractor and key subcontractors, the regulators, and others influencing the technical requirements, cost, or schedule of the project participate with the district staff during this training as a team building exercise.

C. Other Recommended Training. The following additional training should be considered for the administration of the cost-reimbursement contracts and task orders:

- *Cost Reimbursement Contracts*, PROSPECT course number 001.
- *HTRW Remedial Action Cost-Reimbursement Workshop*, PROSPECT course number 428.
- *Managing Cost-Reimbursement Contracts*, Educational Services Institute and the George Washington University School of Business and Public Management
- *Contractor Finance for Acquisition Managers*, Defense Systems Management College, course number BFM 204.

APPENDIX A

Acronyms

ACASS	Architect-Engineer Contract Administration and Support System
ACO	Administrative Contracting Officer
AFARS	Army Federal Acquisition Regulations Supplement
ASBCA	Armed Services Board of Contract Appeals
BCA	Board of Contract Appeals
BRAC	Base Re-alignment and Closure Act
CAS	Cost Accounting Standards
CBD	Commerce Business Daily
CCASS	Construction Contract Administration and Support System
CEMP-R	Military Programs Directorate, Environmental Division
CEMP-RA	Policy & Requirements Branch
CEPR	Office of the Principal Assistance Responsible for Contracting
CESB	Office of the Small Business Advocate
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CICA	Competition in Contracting Act
CMP	Contract Management Procedure
CPAF	Cost-Plus Award Fee
CPFF	Cost-Plus Fixed Fee
CPIF	Cost-Plus Incentive Fee
COR	Contracting Officer's Representative
DASA(P)	Deputy Assistant Secretary of the Army, Procurement
DCAA	Defense Contract Audit Agency
DPM	Deputy District Engineer for Program and Project Management
EFARS	Engineering FAR Supplements
EM	Engineering Manual
EPA	Environmental Protection Agency
ER	Engineering Regulation
FAR	Federal Acquisition Regulation
FUDS	Formerly Used Defense Sites
FUSRAP	Former Utilized Sites Remedial Action Program
G&A	General and Administrative
HQ	Headquarters
HTRW	Hazardous, Toxic, and Radioactive Waste
HTRW-CX	HTRW Center of Expertise

HUBZone	Historically Underutilized Business Zone
ID/IQ	Indefinite Delivery/Indefinite Quantity
IGE	Independent Government Estimate
IRP	Installation Restoration Program
KO	Contracting Officer
MIS	Management Information System
MCACES	Microcomputer Aided Cost Engineering System
MOA	Memorandum of Agreement
MSC	Major Subordinate Command
O&M	Operation and Maintenance
OE MCX	Ordnance and Explosive Waste Mandatory Center of Expertise
OE	Ordnance and Explosives
PARC	Principal Assistant Responsible for Contracting
PCO	Procuring Contracting Officer
PDT	Project Development Team
PM	Project Manager
PMBP	Program and Project Management Business Process
PPMIS	Past Performance Information Management System
PWS	Performance Work Statement
PROSPECT	Proponent Sponsored Engineer Corps Training
R&C	Review and Comment
RA	Remedial Action
RACER	Remedial Action Cost Engineering and Requirements
RCRA	Resource Conservation and Recovery Act
RD	Remedial Design
RFP	Request for Proposals
S&A	Supervision and Administration
SB	Small Business
SDB	Small and Disadvantaged Business
SSA	Source Selection Authority
SSAC	Source Selection Advisory Council
SSEB	Source Selection Evaluation Board
SSP	Source Selection Plan
T&C	Terms and Conditions
TERC	Total Environmental Restoration Contracts
TPA	TERC Program Administrator
TPP	Technical Project Planning
TPSB	TERC Project Screening Board
TSMB	TERC Senior Management Board
USACE	U.S. Army Corps of Engineers
WAD	Work Allocation Document

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WBS.....Work Breakdown Structure
WOSB.....Women-Owned Small Business

APPENDIX B

Glossary

Advanced Agreements: A special form of Contract Management Procedures dealing with the reasonableness or allowability of costs.

Anchor Installation: That specified installation that is the basis for award of the contract. The anchor installation is expected to provide the initial assurance of funds necessary for the award of the TERC.

Contract Management Procedures (CMPs): CMPs are contractual, bilateral agreements that define policies and procedures to be followed during the life of the TERC. CMPs, which can be re-negotiated or added to by subsequent mutual agreement, cover such items as indirect costs, overtime policy, fee procedures, information processing, key personnel, and small business/small disadvantaged business plans.

Contracting Officer: A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

Cost-Plus Award Fee (CPAF): A CPAF contract is a cost-reimbursement contract that provides for a fee consisting of (1) a based amount fixed at inception of the contract and (2) an award amount that the contractor may earn in whole or in part during performance and that is sufficient to provide motivation for excellence in such areas as quality, timeliness, technical ingenuity, and cost-effective management. The amount of the award fee to be paid is determined by the government's judgmental evaluation of the contractor's performance in terms of the criteria stated in the contract. This determination is made unilaterally by the government and is not subject to the Disputes clause.

Cost-Plus Fixed Fee (CPFF): A CPFF contract is a cost-reimbursement contract that provides for payment to the contractor of a negotiated fee that is fixed at the inception of the contract. The fixed fee does not vary with actual costs, but may be adjusted as the result of changes encountered that significantly change the basis for work from that which was contemplated at the outset. This contract type permits contracting for efforts that might otherwise present too great a risk to contractors, but it provides the contractor only a minimum incentive to control costs.

Cost-Plus Incentive Fee (CPIF): The CPIF contract is a cost-reimbursement contract that provides for the initially negotiated fee to be adjusted later by a formula based on the relationship of total allowable costs to total target costs. This contract type specifies a target cost, a target fee, minimum and maximum fees, and a fee adjustment formula. The formula provides, within limits, for increases in fee above target fee when total allowable costs are less than target costs, and decreases in fee below

target fee when total allowable costs exceed target costs. This increase or decrease is intended to provide an incentive for the contractor to manage the contract effectively.

Design Activity: That effort related to the actual preparation of design drawings, plans, and specifications.

District Functional Manager: The supervisory chain above the members of the Project Delivery Team that are responsible for providing support to the Project Manager in producing the end product or service.

Estoppel: A restraint on a person to prevent him from contradicting his own previous assertion.

Geographic HTRW Design District: The HTRW Design District within the MSG where the remedial action phase of the project will be executed.

HTRW Design District: A Corps of Engineers district meeting minimum capabilities and designated under the *Environmental Cleanup and Protection Management Plan for Military Programs* to execute all environmental work within its geographic boundary.

HUBZone Small Business: Created by the Historically Underutilized Business Zone Act of 1997, a HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA. A HUBZone means a historically underutilized business zone, which is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

Installation: Any federal government-owned or pre-owned properties (such as base, fort, post, facility, work site, etc.); or other properties (such as privately-owned property controlled by any government agency, privately-owned property on which government HTRW has been discovered) on which the government obtains, retains, maintains, or assumes control or management of any phase of HTRW remediation.

Non-Specified Installation: Installations not identified at the time of ID/IQ contract award, but that meet the requirements for use of the TERC in nature of work, the designated contract boundary, and specified customer.

Pre-Design Activity: That effort related to the actual preparation of drawings, plans, or specifications for the Preliminary Assessment, Site Inspection, Remedial Investigation, or Feasibility Study stages of a project.

Procuring Contracting Officer: The contracting officer in the TERC District responsible for: the acquisition, negotiation, and award of the TERC indefinite delivery contract; management of the contract terms and conditions; modifications to the contract; and closeout of the contract.

Project Delivery Team: An interdisciplinary team, often comprised of members from more than one Corps activity, supporting the Project Manager in producing a product or service.

Project Manager: The individual assigned by the Commander or DPM that serves as an advisor and consultant to the corporate board and each of its members, and is responsible and accountable for successful completion and delivery of assigned projects to customers within established costs, schedule, and quality parameters. By ER 5-1-11, the project manager generally resides at the geographic district.

Quality Assurance (QA): The process that provides oversight of an organization's quality control processes to assure their effectiveness in the production and delivery of quality products and services.

Quality Control (QC): The processes used to assure performance meets agreed upon customer requirements which are consistent with law, regulations, policies, sound technical criteria, schedules, and budget.

Remedial Action District: The Corps of Engineers district within whose boundary the remedial action phase of the TERC project is performed.

Remediation Effort: Any HTRW service and/or construction activity to include (but not limited to) excavation, removal and transportation of waste, demolition, disposal, well drilling and installation, construction of treatment plants, installation of monitoring systems, operation of treatment plants (short term O&M), and implementation of any existing, new, or improved remediation technology.

Short term O&M: That activity required to activate, operate, and maintain a treatment plant or process for a period of time sufficient to correct all system deficiencies and continue those activities until the customer is prepared to assume operation.

Site: A specified area, location, job, or project within an installation.

Specified Installation (Anchor Installation): Installations specifically identified in the ID/IQ contract that requires HTRW remediation. The anchor installation is a specified installation.

Source Selection Advisory Council (SSAC): The body of senior management of the TERC District, augmented by senior staff from the RA district, the MSC, HQ (CEMP-R, CEPR, and CESB), the HTRW-CX, and the customer, who reviews the work of the Source Selection Evaluation Board, apply weighting factors from the Source Selection Plan, rank the proposals, and recommend to the Source Selection Authority the contractor for award.

Source Selection Authority (SSA): The Corps senior official, appointed by the PARC, who makes the final decision for contract award.

Source Selection Evaluation Board (SSEB): Technical specialists from contracting, engineering, and other technical disciplines whose function is to rate each proposal as to its technical merits using the criteria in the Source Selection Plan. The SSEB membership is comprised of the TERC District, the RA district, the HTRW-CX, and ideally, the customer. The results of the SSEB rating are presented to the SSAC.

Technical Direction: Technical direction is the process where the government issues instructions and guidance on the detailed aspects of contract performance as the work progresses. The Contracting Officer's Representative is delegated authority by the Contracting Officer to interpret the scope of work and to fill in the details or otherwise complete the general description of work. Technical direction is limited to those alterations that do not affect the final cost or schedule, or change the general scope of what was agreed to at the outset of the contract (task order).

Technical Project Planning (TPP): TPP is a process for designing data collection programs for HTRW sites. The four phase process is a systematic planning process that provides a sound basis for site decisions and accelerates progress to site closeout.

TERC Program Administrator (TPA): That individual within the TERC District assigned by the Commander or DPM that serves as an advisor and consultant to the corporate board and each of its members, is responsible and accountable for providing aggregate oversight and direction for all work performed under a TERC, and is responsible for the conformance of TERC work with the TERC District policies and procedures.

TERC District: The Corps of Engineers district that receives approval from HQUSACE to solicit and award a TERC.

TERC Project Screening Board (TPSB): The TPSB screens the requirements of a potential TERC project against the use criteria in this Management Plan and makes a recommendation to the TERC Senior Management Board on whether TERC is the appropriate contract tool to perform a customer's requirements.

TERC Senior Management Board (TSMB): The TSMB is made up of the senior management of the TERC District and the construction function of the RA district. The TSMB takes the affirmative recommendation of the TPSB that TERC is the proper contract tool, and judges whether the district is in a position to dedicate the fiscal and manpower resources to ensure success of the TERC project.

Work Allocation Document (WAD): A WAD is a technique used by the Government in the management and administration of task orders. A WAD consists of segmenting task order requirements into logical groupings that are consistent with the way the work is managed and executed and the upper level of the Work Breakdown Structure (WBS). WADs are an administrative tool only and must not be used to obligate funds. Contractor reporting requirement under the Limitation of Costs (FAR 52.232-20) or Limitation of Funds (FAR 52.232-22) clauses of the contract should not be required on the WAD level.

Work Breakdown Structure (WBS): The WBS is a hierarchical breakdown of work tasks in a numbered structure organized in a logical manner. The WBS serves as a project management tool, which defines the project along activity levels that can be clearly identified, managed and controlled. The Corps has an approved WBS for HTRW projects.

APPENDIX C

Recommended Procedures for Processing Payment Vouchers on Cost-Reimbursement Contracts

1. Recent quality assurance reviews conducted on the administration of cost-reimbursement contracts have identified several problems in processing interim payment vouchers. These problems primarily relate to the question of how extensive should the review of payment vouchers be and, consequently, how long should the voucher review process take. It is important that Procuring Contracting Officers (PCOs), Administrative Contracting Officers (ACOs), Contract Administrators, and Contracting Officer Representatives (CORs) recognize the difference between processing interim payments on cost contracts and processing progress payments on fixed-price contracts.
2. Generally, invoices submitted on fixed-price contracts are payment requests calculated on the percentage of actual work completed. In processing an invoice, the primary objective of ACO or COR is to determine or verify that the Contractor's billing percentage reflects an amount equal to or nearly equal to the percent of work actually completed. Release of the invoice for payment demonstrates interim receipt and acceptance of that portion of the work. Such payments are therefore, considered progress payments.
3. When processing payment requests (vouchers) on cost-reimbursement contracts, Contractors submit vouchers for actual cost incurred, not for actual work completed. Contract Administrators (ACOs and CORs) conduct a review of the payment voucher prior to forwarding it to the cognizant audit office. The primary objective of the Contract Administrator's review is to identify those portions of the payment voucher that they consider questionable. This is done by:
 - a. Reviewing direct cost claimed for validity by comparing the information shown on the voucher and the voucher summary with related information tracked on the MIS and through recollection of contractor activities, personnel, material, equipment, etc. observed as being utilized during the applicable billing period.
 - b. Verifying that interim fees claimed are calculated in accordance with the terms established in the contract (or task order).
 - c. Verifying that amounts claimed for indirect expenses (overhead, G&A, etc.) are computed using current billing rates.

- d. Reviewing direct costs claimed for validity.
- e. Determining that the voucher has generally been properly prepared and that payment for the items listed on the voucher are not precluded by any contractual terms or conditions.

The cognizant audit office authorizes interim payment for costs incurred subject to final audit. The final audit is conducted at the conclusion of the project through a standard random audit process that verifies allowability and allocability of all costs incurred. They also perform a detailed audit of all costs questioned by the Contract Administrators and/or by the auditors themselves.

4. The Allowable Cost and Payment clause, which is incorporated as a part of the terms and conditions of cost contracts, permits the government to audit payment vouchers at any time and to make adjustments for overpayments if such an audit discloses that costs included in the payment voucher were not allowable. Consequently, interim payments can be made for costs incurred by the contractor subject to a final audit. This clause, then, has the effect of making interim payments "provisional", rather than final.

5. Under certain circumstances, however, even a provisional payment can result in an allowability determination that is binding on the government. The following example explains how this can occur. A contract administrator requires the Contractor to submit all supporting documentation with an interim payment voucher, conducts a detailed review (audit) of the payment voucher as it relates to the Contractor's supporting documentation, determines specific costs included on the payment voucher as not allowable or not allocable, and requires specific adjustments to that payment voucher (or a follow-on payment voucher) which excludes those costs determined not allowable or allocable. That payment voucher may then be considered "audited and settled" even if the voucher contained a "provisional payment" annotation. (See Sperry Gyroscope Co., ASBCA 9700, 1964 BCA & 4514). Consequently, the payment may then be considered a "final" payment (rather than an "interim" payment) for all costs claimed on that particular voucher. Therefore, the payment voucher would not be subject to further audit and the accepted costs would be binding upon the government.

6. This gives rise to at least two very critical issues. First, our Engineers, performing as field voucher auditors (in a never-ending search for the \$700 hammer) could very easily fail to disclose other non-allowable costs simply because they cannot perform a complete audit on the contractor's records. Consequently, their audit procedure, having included determinations of "allowability", may waive or restrict the governments right to any further audit and inadvertently allow the Contractor to retain costs they otherwise are not entitled to.

7. The second issue deals with one of ESTOPPEL. Let us assume, hypothetically, that the contractor was consistently allowed payment of recurring non-allowable costs after our in-house field audits were conducted on each payment voucher. Lets also assume that determinations of allowability were routinely made as a result of our in-house field audits. Past payments made on non-allowable costs can

demonstrate an agreement between parties allowing reimbursement for otherwise non-allowable costs. Consequently, the government may be estopped from disallowing those costs in future payments under the contract. This argument is substantially strengthened when considering that allowability determinations were being made as a result of our field audits. If it was allowable on past payments, then why not now?

8. Government employees must exercise great care in dealing with allowable and allocable cost determinations and the payment process. As long as Contracting Officers or their representatives (ACOs/CORs) process interim vouchers for payment without deciding on the allowability or allocability of the claimed costs, the contract language preserves the governments right to question and disallow costs at later date.
9. It is strongly recommended that ~~our ACOs and CORs not~~ conduct detailed field audits and/or make determinations of allowability on interim payment vouchers. (NOTE: Such determinations are well outside a CORs authority and in most cases well outside an ACOs authority.) It is recognized that USACE CORs and ACOs should have sufficient latitude to determine what is to be submitted with payment vouchers. However, in determining what must be submitted, they must also recognize that their primary responsibility in voucher review is to achieve reasonable assurance that amounts claimed are not in excess of what is properly due the contractor in accordance with the terms of the contract.
10. Additionally, ACOs and CORs should recognize that, unlike fixed-price contracts, the processing of payment vouchers on cost-reimbursement contracts does not constitute receipt and acceptance of contractor performance. ACOs and CORs should, more appropriately, consider their voucher review activity as effort related to processing interim provisional payments for actual costs incurred by the Contractor. Every effort should be made to maintain this position. It is, therefore, recommended that the District implement payment voucher review procedures like or very similar to the following procedures:
 - a. Contractors submit payment vouchers to the field office. The payment voucher should include a voucher summary detailing the costs for which the Contractor is requesting payment. The payment voucher and voucher summary must balance.
 - b. ACO/COR review the payment voucher and payment voucher summary to verify that major items or categories billed for are as true and correct as can be determined by comparing (as discussed in paragraph 3 above) the documents to the field work completed, equipment maintained on site, labor forces observed during the billing period, cost tracking data available on the MIS, and products received (studies, reports, drawings, supplies, materials, production, etc.). Onsite representatives should be involved in the review to the maximum extent practicable.
 - c. While conducting the payment voucher review, identify all costs questioned as a result of the review and, if desired, request the Contractor to provide supporting documentation to further analyze

those costs questioned. If some costs cannot be substantiated with supporting documentation, then the contractor should not be allowed to claim them on the payment voucher. This is not a determination of "allowability" or "allocability". It is simply a requirement for the contractor to properly prepare the payment request. An "allowability" or "allocability" determination can only be made on actual costs incurred. If the contractor demonstrates that they have in fact incurred the costs questioned, and the on-site representative still questions the validity of those costs, then those costs should be formally identified as "questioned costs" in the payment voucher transmittal document as discussed below.

d. Once the review is completed, the payment voucher should be covered with a transmittal document forwarding the payment voucher to the cognizant audit agency. The transmittal document should indicate that an on-site review has been completed and include a detail of all costs questioned. An information copy of the transmittal document should be provided to the Contractor and when appropriate to the Contracting Officer.

e. The cognizant audit agency may then determine whether they will conduct an audit on the payment voucher or elect to forward the payment voucher to the payment office authorizing payment subject to a final audit.

f. The payment office should process the payment voucher for payment only after they receive authorization to pay from the cognizant audit agency.

11. Receipt of the information copy of the payment voucher transmittal document may prompt the Contractor to raise issues relative to the allowability of costs identified as "questioned". Contracting Officer's should be aware that once the issue of allowability has been raised, a determination of allowability coupled with payment is binding. A long standing legal rule holds that a determination made by a Contracting Officer that a cost is allowable, combined with payment of that cost, binds the government so that no challenge to the allowability of the cost can be maintained. (See United States v. Mason & Hanger Co., 43 S.Ct.128, 260 U.S. 323 (1922)). It is, therefore, recommended that if an allowability issue is raised; payment of the questioned costs should be withheld until the Contracting Officer makes a final determination of "allowability". In making a determination of "allowability", the Contracting Officer may request support from Office of Counsel, the cognizant audit agency, or any other support office/agency as the Contracting Officer deems appropriate. Once a determination is made, both parties should expect the decision to remain binding.

APPENDIX D

TERC Memoranda of Agreement

Although TERCs can be awarded in response to a site specific or customer specific requirement entirely within the TERC District's boundary, often work performed under a TERC requires interaction between districts within a parent MSC or between MSC's. When responsibilities span district boundaries, it is highly desirable that a Memorandum of Agreement (MOA) be established that expresses the relationships and responsibilities of each district, or district component, and provides a framework for successful project execution. Less formal agreements may replace formal MOAs when work is shared between districts within a MSC and is performed in accordance with approved or adopted practices of that MSC, including application of resources, adherence to regulatory guidance, and resolution of conflicts.

The following is a partial list of the issues that should be considered in a MOA. This list is not all-inclusive, nor should it be considered mandatory, as each MOA should be customized to match project's requirements. This list is intended as a starting point for meaningful dialog.

TERC Memorandum of Agreement Points for Consideration

1. **General:**
 - a. Effective Date and Period of the MOA
 - b. Points of Contact
 - c. Scope of the MOA (Project/Task Order/Transfer of Contract Capacity)
 - d. Restrictions on Use (Customer, Boundary, Dollar Amount)
 - e. Role of the MSCs
 - f. Procedure for Resolution of Disagreements
 - g. Amendment Process
 - h. Early Termination Process
2. **Project/Program Management Responsibilities**
 - a. Project Description (Phase, Scope of Effort)
 - b. Assignment, Roles, and Responsibilities of the Project Manager
 - c. Customer Interface
 - d. Roles and Responsibilities of the TERC Program Administrator
 - e. Development/Application of Project Management Business Practices (PMBP)
 - f. Project Acceptance Process, including membership and responsibilities of the TPSB and TSMB
 - g. Development of Project Management Plans (PMP)

- h. Task Order Solicitation, Negotiation, and Award Responsibilities
 - i. Providing Technical Resources
 - j. Mandatory Training of Key Government Personnel
 - k. Real Estate Responsibilities
 - l. Legal Sufficiency Reviews
 - m. Bidability, Constructability, and Operability (BCO) Reviews
 - n. Formal Partnering Between Districts, or with the Contractor or Customer
- 3. Contract Management**
- a. PCO Assignment and Responsibilities
 - b. IDIQ Contract Management Responsibilities
 - c. Contracting Office, or ACO, Assignment and Responsibilities
 - d. COR Assignment and Responsibilities
 - e. Issuance of Supplemental CMPs or Advanced Agreements
 - f. Issuance of Work Allocation Documents (WADS)
 - g. Records Management (Contract/Task Order Files)
 - h. Maintenance of Official Task Order Schedule and Budget
 - i. Issuance of Technical Direction
 - j. Interface with Cognizant Audit Office
 - k. Voucher Processing
 - (1) Verification of Work Performed
 - (2) Determination of Allowability of Disputed Costs
 - (3) Signature Authorities
 - l. Task Order/Contract Closeout Responsibilities.
 - m. Claims Management
- 4. Funding**
- a. Processing of MIPRs
 - b. Up-Front Funding of Obligations and Awards
 - c. Distribution of S&A between Districts
 - d. Placement Credit
 - e. CEFMS Responsibilities
 - (1) Task Order Setup
 - (2) Level of Detail
 - (3) Making Contractor Payments
- 5. Reporting:**
- a. Frequency and Format of Schedule and Budget Reports
 - b. PRB Reporting
 - c. TERC Utilization Reporting
 - d. Government Property Reporting

Management Plan for Total Environmental Restoration Contracts (TERC)

- e. Small Business Reporting
- f. Contractor Performance Evaluation Reporting
- g. TERC Performance Measures Reporting

APPENDIX E

TERC Organization Concept

Districts that manage a TERC need a flexible organization that can respond to a variable workload. They also need trained and experienced people in key positions that are capable of dedicating full time to TERC as workload increases and shift to other work as TERC phases decline. Technical staff, contract specialists, resident engineers, and other key TERC team members will function best as a Project Delivery Team arrangement responsible to the project manager, as the team leader, the TERC Program Administrator, and to the PCO. Each team member retains their responsibilities to their supervisors in the functional organizations. Functional supervisors, therefore, also support the TERC team.

A. Staffing/Organization Factors

1. **Workload Variability.** Each of the following workload factors impact on the variability of workload associated with TERC:

- Each TERC encounters a number of phases ranging from preliminary assessments to remedial action and short term O&M that can occur concurrently as task orders for new sites and installations are added to the contract.
- Each site can vary in scope, dollar value, and type of media.
- As installations are added to the contract in areas served by other districts, the TERC District will experience a shift in workload.
- Different customers will establish priorities and provide funding that will affect the workload.
- Workload will vary greatly, depending on whether the sites require A-E, construction, O&M, or a combination of all three.

2. **Need for Flexibility.** Because of the TERC workload variability, it is important to maintain an organization that can respond to swing demand, and be able to concentrate on other district workload during periods of reduced TERC activity. Because TERC is a complex contracting tool, a cadre of staff skilled in the use of TERC is essential.

Demands by other HTRW customers not requiring remediation by TERC also requires that a district remain flexible in its utilization of staffing.

B. The TERC Project Delivery Team (PDT) Concept

The following guidelines are suggested for establishing a PDT capable of undertaking a TERC. The TERC District Staffing module includes all pre-remedial activity and the nucleus TERC management staff for overseeing all cradle-to-grave actions. The Remedial Action staff recommendations are appropriate for remedial action districts and for the construction function when executed by the TERC Districts. The number of staff members will depend on the level of workload.

1. TERC District Staffing.

- A TERC Program Administrator (TPA) will be assigned to oversee the TERC. This individual functionally reports to the DPM and is accountable to the PCO for contract issues.
- A permanent team of senior TERC staff should be retained to participate in each phase of TERC activity as needed. At a minimum, this staff should include a contract specialist, legal counsel, and programs analyst.
- Contracting Officer's Representatives for the pre-remedial action phases will be assigned from within the TERC District staff as task orders are issued. The CORs and engineering team will work in consonance with the assigned PM. The CORs will also need to provide on-site and office support during remedial action activities. It is imperative that the PM assemble and utilize a technical engineering and management team that includes all disciplines required to review and direct the work.
- A contract specialist will be assigned contract administration responsibility for each TERC task order.

2. Remedial Action District Staffing.

- A single Project Manager will be assigned for each project regardless of how many USACE organizations are represented on the team. Generally, this PM will reside at the geographic district. Customer liaison, funding, schedules, cost estimates, information, reports, and overall project control will be the responsibility of the PM.
- The construction organizations within each remedial action district will be used to oversee and manage the remedial action functions. This responsibility includes technical and administrative support.
- The remedial action district will retain oversight and supervision of each on-site organization, and ensure they provide support to the PM, the TPA, the PCO, and/or the KO.

3. On-Site Staffing.

- Area and resident engineers are responsible for coordination of all on-site activity and oversight of remedial action, including follow-on O&M. The on-site staff should include the following positions or functions:
 - A COR, who will be the primary point of contact with the contractor's on-site team.
 - Office engineer
 - Quality assurance/construction representatives (quality assurance, safety, health)
 - Engineering technicians and/or voucher examiners
 - Clerical
- A contract specialist may be assigned to the on-site office to provide in-depth contract administration support, depending on the level of on-site contract activity.
- Other professionals, such as geologists, environmental/process engineers, industrial hygienists, or chemists, will travel to the remediation site as required to assist on-site personnel in monitoring the contractor's performance and technical decision making.

APPENDIX F

TERC Project Delivery Team Responsibility Matrix

Activity:	Customer	TERC District	RA District	Geo. HTRW District	TERC MSC	HTRW-CX	HQ	Contractor
Phase I – Request for Authority to Procure a TERC:								
• Identify Site Requirement and Request Assistance in Writing to Perform HTRW Work	L	S	R	S				
• Prepare RFP	R	L	S	S	R	R		
• Prepare Source Selection Plan	R	L	S	S	R	R		
• Prepare TERC Staffing Plan	R	L	S	S	R	R		
• Prepare CBD Synopsis	R	L	S	S	R	R		
• Request Authority to Solicit TERC	I	L	S	S	E	I	A	
Phase II – Request for Proposals (RFP):								
• Develop MOA with RA/Geo HTRW Districts	R	L	S	S	I			
• Develop final RFP	R	L	R	I	R	R		
• Issue CBD Announcement	I	L	R	I	I			
• Issue Request for Proposals	I	L	I	I	I	I		
• Conduct Pre-Proposal Conference	S	L	S	I	I	I	I	
Phase III – Source Selection:								
• Appoint SSA by HQPARC	I	I			I	I	L	
• Appoint SSEB, SSAC Members	I	L	I	I	I	I		
• SSEB Membership	See note 1	L	M		See note 1	M		
• SSAC Membership	M	L	M		M	M	M	
• Conduct Formal Source Selection	S	L	S		S	S	S	

Management Plan for Total Environmental Restoration Contracts (TERC)

Activity:	Customer	TERC District	RA District	Geo. HTRW District	TERC MSC	HTRW-CX	HQ	Contractor
Phase IV – Negotiation and Award:								
• Request and Conduct Discussions of CMPs	I	L	S	I	I			
• Award Contract	S	L	S	I	I	I	A	
Phase V – Postaward Administration								
• TPSB Screening of a New Requirement	S	L	S	I	I			
• TSMB Approval of a New Requirement	S	L	S	I	I			
• Identify and Request Work	L	S	S	S				S
• Develop SOW (See note 2)	S	L	S	S		R		S
• Prepare Independent Government Estimate	I	L	S	S				
• Develop Contractor Technical and Cost Proposals								L
• Negotiate Proposal	I	L	S	S				
• Award Task Order	I	L	S	I	I	I		
• Prepare Workplans (See note 2)	R	A	A	S		R		L
• Produce Work-Products (See note 2)	R	A	A	S		R		L
• Oversight of Work-Products (See note 3)	S	L	L	S		S		
• Task Order Close-Out (See note 3)	I	L	L	S	I			S
• TERC ID/IQ Close-Out	I	L	S	S	I			S

Legend:

A = Approval

E = Endorsement

I = For Information

L = Lead

M = Mandatory

R = Review and Comment

S = Support

Notes:

1. Participation in SSEB is highly recommended.
2. HTRW-CX review stipulated by HQUSACE for key documents of Category B projects. Refer to CEMP-RT memorandum dated 23 September 1997, SUBJECT: Changes in HTRW Technical Roles and Responsibilities Due to Division Laboratory Closures.
3. The lead Corps office depends on activity performed under task order, and may be shared between offices.
4. Generally, the PM will reside at the geographic district in accordance with ER 5-1-10.

APPENDIX G

TERC Performance Measures

Indicator and Evaluation	Definition	Calculation(s)
a. Time saved by use of TERCs.	Provide, for each cleanup action completed using a TERC during the reporting period, an estimate of the % cumulative project time saved by using TERC in lieu of a conventional contracting approach. ("Cleanup action" includes all cradle-to-grave activities except long-term operation and maintenance	$\frac{[(\text{Total Project Duration} - \text{Estimated Project Duration Using conventional contracting}) / (\text{Estimated Project Duration Using Conventional Contracting})] \times 100\%}{1}$
b. Cost saved by use of TERCs.	Provide, for each cleanup action completed using a TERC during the reporting period, an estimate of the % cumulative cost saved by using TERC in lieu of a conventional contracting approach. ("Cleanup action" includes all cradle-to-grave activities except long-term operation and maintenance	$\frac{[(\text{Total Cost} - \text{Estimated Cost Using Conventional Contracting}) / (\text{Estimated Cost Using Conventional Contracting})] \times 100\%}{1}$

**Typical Durations and Costs
For CERCLA Removal Actions and Remedial Response Actions
(For use in calculation of TERC Performance Measures) ⁸**

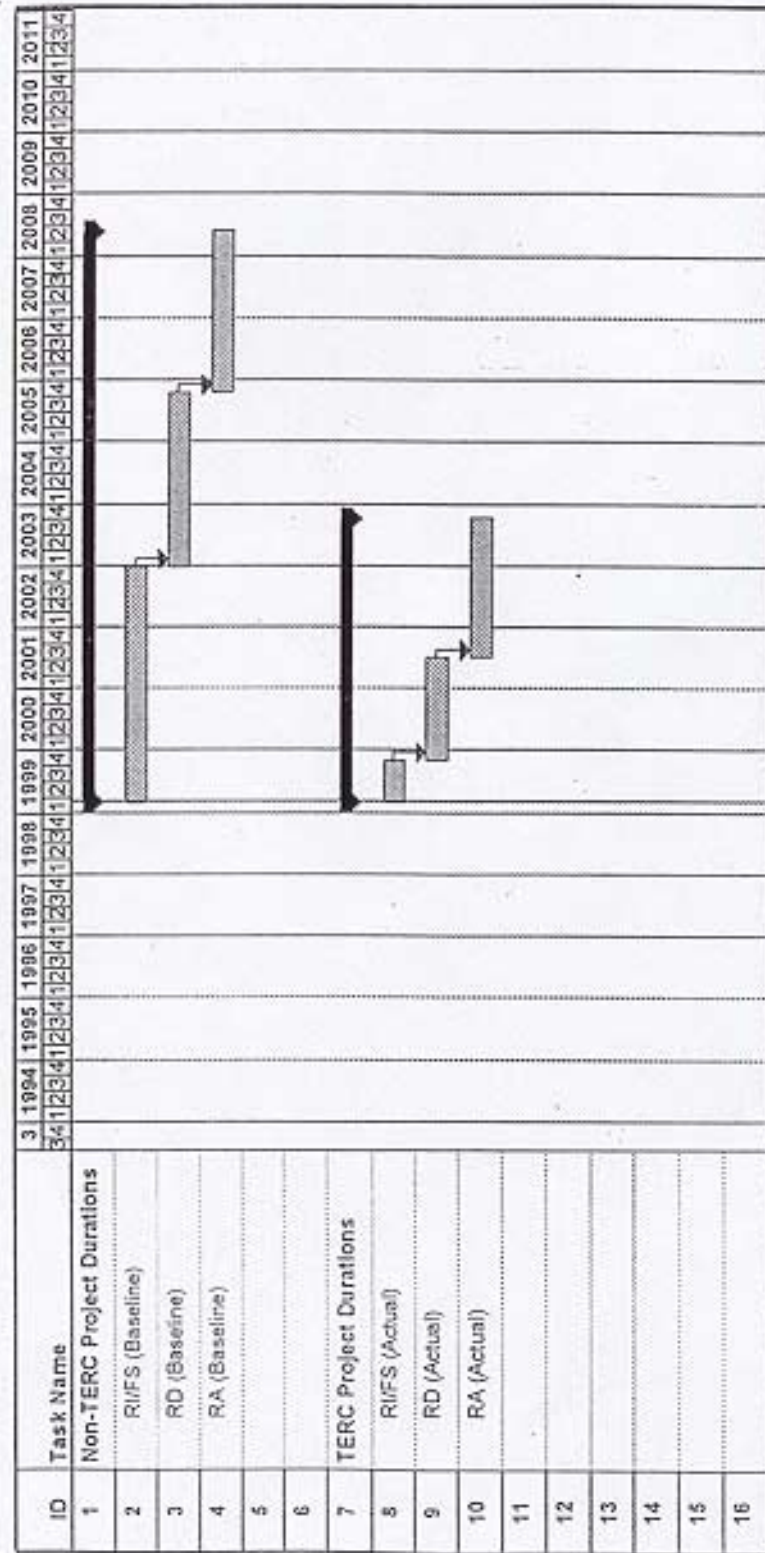
Districts may use the values in this table in the calculation of the TERC Performance Measures. As a cautionary note, the EPA information is general guidance and should not be used arbitrarily. Estimates based solely on the EPA data should be accompanied by a narrative discussion describing the rationale for applying this information to the specific project being addressed.

CERCLA Activity	Typical Duration	Typical Cost
Removal Action (emergency-type response to imminent threats)	12 Months	\$2,000,000
Preliminary Assessment/Site Investigation	18-21 Months	Not available
Remedial Investigation/Feasibility Study	18-24 Months	\$1,300,000
Remedial Design	6-12 Months	\$1,500,000
Remedial Action	May take several years	\$25,000,000

⁸ A discussion of typical duration and costs is contained in the preamble to 40 CFR Part 300, National Priorities List for Uncontrolled Hazardous Waste Sites which can be found in the Federal Register 60 FR page 20330. The values shown in this table reflect EPA updated information found in the EPA Office of Emergency and Remedial Response Intermittent Bulletin *Descriptions of 11 Proposed Sites and 17 Final Sites Added to the National Priorities List in January 1999* available from the EPA world wide web page <https://www.epa.gov/superfund/sites/index.htm>. Use these values, escalated to current year dollars, or values derived from estimating tools such as HAZRISK, RACER, or MCACES to determine estimated project duration and costs if non-TERC tools had been used. See information in Chapter 2 and formula in table on page G-1 of this management plan.

Typical Presentation of TERC Performance versus Non-TERC Contract Alternatives

Districts are encouraged to use graphical presentations to demonstrate comparisons between the TERC and non-TERC contract alternatives such as used in this sample format.



Generic Procedures
Project Management Plans
HTRW Projects
16 January 2001

1. General. The following procedures are intended to address the development of the Project Management Plan (PMP), work definition and level of effort determination for HTRW engineering, investigation and remedial action projects. Responsibility for these procedures will rest with the Project Manager (PM), with support and input from the District Project Delivery Team (PDT), the customer and other stakeholders. These procedures relate to activities taking place after the Project Execution Planning (PEP) process has been completed. They are intended to apply to all types of project assignments, executed in-house or by contract, which require involvement by multiple District organizational elements and outside stakeholders and which require development and/or review of product. Generic guidance for content of the PMP is attached in Appendix A. A checklist of required actions for use by managers and supervisors is attached in Appendix B. Appendix contains guidance on safety requirements.

2. Project Criteria. The PM will compile all applicable project criteria and guidance and make it available to the PDT for use in execution, scoping and/or oversight of the project.

a. Projects Executed by In-house Staff.

1) As soon as practical after receipt of a funded project, the PM will facilitate a project initiation meeting with representatives from appropriate technical support offices to determine which disciplines will be required to execute the assignment. As a result of this meeting, the Lead Technical Organization (LTO) should be identified, a Project Engineer/Project Scientist (PE/PS) should be designated and PDT members assigned. Criteria packages should be provided to the appropriate PDT members for their review and comment. Significant comments and concerns of the PDT should be addressed and reflected in the final criteria package and/or project objectives.

2) The PM, in cooperation with the PDT, will prepare and keep current a written PMP. The initial draft should be developed as soon as possible after the project initiation meeting. The PMP should include project objectives, milestone dates, critical customer requirements, regulatory issues of concern, key submittal requirements, identification of responsibility for execution of important aspects of the project and any other information which could be critical to successful project completion. The complexity of the PMP will be dictated by the requirements of the project, but should include at least an outline of key requirements, funding and schedule information. The PDT members should review the PMP in draft form and make recommendations for changes or corrections.

3) The PMP should also address Quality Control (QC) and Safety Plan coordination and review. A listing of what will be reviewed, a review schedule and names of those who will perform reviews should be developed and included. Funds required for QC activities must be included in the overall project budget.

4) The PE/PS will work with PDT members to develop a draft schedule and budget for the project. The PM will review the drafts to insure compliance with customer needs and available funds, coordinate any changes and retain a current version on file. Distribution of the PMP (electronic) will also be made to all PDT members, supervisors and other project stakeholders, as appropriate.

b. Projects Executed by Contractor.

1) For contracted project execution, the PM will facilitate a project initiation meeting with representatives of the appropriate District organizational elements to discuss who should be involved in the project, availability and assignment of staff, funding requirements and project milestones. A LTO and PE/PS will normally be identified to coordinate in-house PDT actions for contractor scope of services preparation, contractor oversight and submittal review activities. Quality Assurance (QA) requirements such as submittal review, potential visits to the contractor's facilities or the project site and review conferences should be identified.

2) The PM, in cooperation with the PE/PS, will prepare a PMP defining the support required from the in-house PDT members during the execution of the project by the contractor. The PMP should include the names of in-house PDT members, contractor information, overall project schedule, anticipated product submittal dates, identification of specific review responsibility for PDT members (if appropriate), unusual technical or procedural constraints and any other information that might impact support from the in-house PDT or contractor execution. The complexity of the PMP will be dictated by the project requirements, but should include at least an outline of key requirements, schedule and funding information.

3) The PE/PS will work with the in-house PDT members to develop a draft schedule and budget for support activities. The PM will review the drafts to insure compliance with project requirements and available funds, coordinate any changes and retain a current version on file. Distribution of PMP (electronic) will also be made to all PDT members, supervisors and other project stakeholders, as appropriate.

Appendix A
Generic Guidance
Project Management Plan (PMP) Development
HTRW Projects
16 January 2001

1. General. To the maximum extent possible, documentation and information, which is normally generated during the execution of projects, shall be utilized as the key elements of the Project Management Plan (PMP). The PMP should be a compilation of essential project information and procedures and should reflect the nature, extent and execution plan of the project. The "project" will be defined by the PM based on many factors including, but not limited to, continuity of the Project Delivery Team (PDT) membership, overall scope of the project, physical extent, funding source, execution schedules and severability of work items. It is recommended that the number of PMPs be kept to the minimum required to effectively encompass work being executed at a facility, installation or independent site. The PMP should not be treated as a "stand alone" requirement, but rather as a road map for the project and a reflection of the decision-making process of the PDT. The information provided for each of the following "boilerplate" items is intended to be brief, with reference, as appropriate, to supporting documentation.

2. PMP Content.

A. "Boilerplate" type Information:

1. Task description:
 - a. Customer identification.
 - b. A brief project historical narrative.
 - c. Location and general physical description of the project(s), including any unusual features which could impact execution.
 - d. Nature of contamination and/or any specific technical characteristics or regulatory issues, which may significantly affect execution alternatives, cost or schedule.
 - e. Site safety considerations, including any unusual concerns or issues specific to the site. A Site Safety Plan will be developed, if appropriate, and will be coordinated and reviewed per current District Safety Office guidance. Current guidance is provided in Appendix C.
2. Project Delivery Team (PDT) Information:
 - a. Names, disciplines, office symbols, e-mail addresses, telephone numbers, etc., of in-house PDT members.
 - b. Name, address, telephone number, e-mail address, etc., of primary POC's for customer, regulators, and contractors.
3. Funding:
 - a. Funding source (FUD's, IRP, BRAC, etc.)
 - b. Contract name, contract number and Task Order number (if appropriate).
 - c. Cost-to-complete information and estimates.

4. **Execution Schedule:**
 - a. Overall schedule identifying the projects to be executed, their start dates, and their duration.
 - b. Key milestone dates related to regulatory issues or required approvals.

5. **Approvals:**
 - a. Dated signature page with name and location of project as defined in the "boilerplate" of PMP.
 - b. Signed by PM and immediate supervisor, unless otherwise directed.

B. Attachments to the PMP.

The following items of specific project information are recommended for inclusion as attachments to the basic PMP, if appropriate and available. These are recommendations and should not be considered as all-inclusive. Attachments will be dictated by requirements of individual projects.

1. **Decision Documents (attached or referenced):**
 - a. Record of Decision (ROD).
 - b. Part B RCRA permit.
 - c. Federal Facility Agreement (FFA).
 - d. Management Action Plan (MAP).
 - e. Project Execution Plan (PEP) document and any subsequent amendments or memos for record.
 - f. Changes to basic PMP should be attached, along with the basis of change, source of the requirement and approval documentation.
2. **Technical Support Documents (attached or referenced):**
 - a. Scope(s) of Work for individual tasks/project actions, including schedule and budget information. May be attached or referenced. Subsequent modifications should also be included.
 - b. Health and Safety Plan.
 - c. Quality Control Plan.
 - d. Cultural Resources Plan.
 - e. Real Estate Plan.
 - f. Other plans, maps, technical reports, etc., as deemed appropriate by the PM.

Appendix B
Checklist
Project Management Plan (PMP) Development
HTRW Projects
16 January 2001

Projects Executed by In-House Staff

- ____ 1. Coordinate and compile project criteria and guidance. (PM)
- ____ 2. Conduct project initiation meeting to identify Lead Technical Organization (LTO), PE/PS, discipline requirements, availability of staff and names of Project Delivery Team (PDT) members. (PM)
- ____ 3. Provide criteria package/project objectives to PDT for review and incorporate appropriate changes. (PM, PE/PS)
- ____ 4. Prepare and distribute PMP for in-house PDT effort associated with project execution including names of PDT members, project objectives, milestones, overall schedule and budget, customer requirements, regulatory issues, safety requirements, schedule of Quality Control (QC) reviews, names of QC reviewers, etc. (PM, PE/PS)
- ____ 5. Identify Quality Assurance (QA) requirements including submittal review, project site visits and attendance at review conferences. (PM, PE/PS)

Projects Executed by Contractor

- ____ 1. Conduct Project initiation meeting to discuss technical requirements, availability of staff, project milestones and objectives, funds requirements and identify project team members, if possible. (PM)
- ____ 2. Identify Quality Assurance (QA) requirements including submittal review, site visits to contractors facilities or project site and attendance at review conferences. (PM, PDT)
- ____ 3. Prepare and distribute a written PMP including a brief site history, chosen acquisition strategy, in-house support requirements, overall schedule, budget, product submittal dates, specific responsibilities of PDT members (if appropriate) and any unusual technical issues. (PM, PDT)

Appendix C Safety Requirements

1. Safety integration into all business processes is an essential and invaluable asset. In accordance with (IAW) ER 5-1-11, Program and Project Management, new business practices require the development of a Project Management Plan (PMP). Safety integration is an essential part of every PMP in order to effectively protect our employees. The PMP should address roles and responsibilities, requirements and accountability for safety and occupational health.

2. To assist project managers in the development of the PMP, I have created a "boiler plate" for the safety roles and responsibilities. The intent is to have a common ground that can be used as a starting template that addresses safety support, safety requirements, and the basics of an accident prevention program. It would further address STOP WORK authority and the roles of the PM or safety specialist in correcting deficiencies.

Sample Boiler Plate Safety Insert:

SAFETY SUPPORT: The Omaha District PM will coordinate with the Omaha District Safety and Occupational Health Manager (SOHM). The SOHM is responsible for the district Safety and Occupational Health Program (SOHP). The SOHM is responsible for planning, organizing, overseeing, and evaluates the District SOHP, in conjunction with the PM. The SOHM or personnel from CENWO-ED-G reviews the Site Safety and Health Plan (SSHP). The SOHM or staff conducts periodic safety surveys, inspections, evaluations of all work and procedures associated with the project to include operational procedures, programmatic safety and occupational health requirements, hazardous, toxic and radioactive waste that could be encountered, construction, recreational and public protection from safety hazards, and personal protective equipment requirements. The SOHM ensures compliance with all applicable safety regulations and provides support to the PM for overall safety on the project site.

SAFETY REQUIREMENTS: Safety is our primary concern for the activities on-site. A Government representative is required to monitor contractor activities from a quality assurance viewpoint. This includes the contractor's safety program. Under the terms of the contract, FAR 52-212-3 Stop-Work Order clause of the basic contract, the Contracting Officer has full authority to require the contractor to take any steps deemed necessary for maintaining safe operating conditions.

The contractor is obligated by the terms of the contract to protect the lives and health of persons exposed to their operations and to safeguard property and equipment from accidental loss or destruction. All work will be performed IAW the safety and health provisions of the contract, EM 385-1-1 (US Army Corps of Engineers Safety and Health Requirements Manual), and federal state and local codes and standards. When a difference in standards exists, the most stringent standard applies.

In addition to being a contract requirement, a well-planned and conscientiously

applied accident prevention program is essential to the efficiency, quality, and scheduling of work and the minimization of costs. The prime contractor is responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance. Coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. Public safety is paramount. Sites must be secured from public access.

Unsafe practices will not be tolerated. Reckless behavior or disregard of safety and health requirements will not be allowed to exist on Corps of Engineer projects. If any contractor employee endangers his own life, the lives of others or property by disregard of safety and health requirements, the contractor shall be informed of the employee and his unacceptable attitude towards accident prevention. The contractor will be reminded of the contract requirements and be instructed to immediately resolve the problem.

When a Corps of Engineers employee identified an immediate endangerment to life or health (imminent danger), a Stop-Work Order may be issued. Situations in this category include, but are not limited to, workers being crushed, buried, electrocuted, suffocated, thrown from moving equipment, falling, drowning, being blown up, etc. If any of the aforementioned safety concerns should arise, the following steps will be taken:

The PM or Corps employees on-site will instruct the contractor to immediately remove workers from the area of danger or to desist from the dangerous operation or practice.

If a representative of the contractor is not at the site, the PM or Corps employee on-site will order the workers to remove themselves from the dangerous location or to cease the dangerous operation or practice.

The PM or Corps employee on-site will ensure that the work is not resumed in the area of danger and that workers will not be involved in the operations or practices until recommendations for corrections have been fully complied with.

Defective equipment will not be operated until all deficiencies are corrected and the equipment meets inspection and testing requirements.

Note: For Ordnance Project Management Plans, please contact CENWO-SO for a similar, but ordnance-specific safety insert.

2. SAFETY EXPOSURE REPORTING: It is necessary that CENWO-SO receive monthly contractor man hours so that we may determine our lost time frequency rates. This data must be received either telephonically, electronically, or by mail by the 5th of every month. The information needed is the number of manhours worked by the prime and subcontractors at any particular project for the previous month. CENWO-SO needs only the total man hours, not separated by contract. This information should be e-

mailed Donna Whited, Wayne Barr, or Melissa Johnson. If there are questions on this requirement, you may refer to DM 385-1-1, App B, or call us at (402) 221-4051.

3. PM should ensure that safety is a part of every PMP and that contractor manhours are reported to CENWO-SO monthly for every contract. Thanks in advance for your assistance.

Memorandum - Request for Engineering Division Services

Date: 28 February 01

To: CENWO-ED-GH, CENWO-ED-GC, and CENWO-ED-GI

Copy Furnished To: ED-D-Vickie Dennis,
PM-HD Randy Petersen

- 1. Project Name:** Avon Park AFR
- 2. Project Location:** Avon Park AFR, AZ
- 3. Description of Service:** Review and comment on Draft LF-34 RI Addendum and attend Partnering Meeting at Avon Park the week of March 5-9.
- 4. Due Date:** Complete work by March 9, 2001.
- 5. Labor Budget & Labor PR&C Number:** 40 hours each person under labor charge codes: Janie-- L68127, Marc--L68123, Doug--L69627.
- 6. Reproduction (DPS) Budget & PR&C Number:** N/A
- 7. Reproduction (KIP) Budget & PR&C Number:** N/A
- 8. CADD Usage Budget & PR&C Number:** N/A
- 9. GIS Usage Budget & PR&C Number:** N/A
 - If reproduction costs or CADD usage costs are not known, call Rich Smutny- 4528, Ricky Johnson-3647, or Bruce Gill-4515. For GIS usage costs, call Mike Byrne-4613 or Jon Kragt-4614.
- 10. Remarks:** Project Geologist is Doug Pendrell. Project Chemist is Janie Carrig, and Project IH is Marc Anderson.
- 11. Attachments:** Document delivered directly to reviewer. Codes provided for Travel Orders.
- 12. Requestor's Name:** Mike Steffensmeier; **Org:** PM-HD; **Signature:**

/S/

1st Endorsement

Date:

To:

13. The above request has been executed. The required information is attached () or was hand carried to _____ on _____ ().

14. Funds expended:

15. Name of PA/PE/PS:

16. Copies Furnished: ED-DG-Ruth Johnson, (others as desired)

Chief, _____ Branch
Engineering Division

For use of this form, see AR 37-1: the proponent agency is Hq Dept. ARMY		PURCHASE INSTRUMENT NO.		REQUISITION NO. W59XG03261827		DATE 28Dec2000		PAGE 0001	
TO: Purchasing and Contracting Officer		THRU: HAZARD, TOXIC & RADIO, WASTE BR		FROM: PROGRAMS MANAGEMENT BRANCH					
It is requested that the supplies and services enumerated below or on attached list be:									
PURCHASED FOR PROGRAMS MANAGEMENT BRANCH				DELIVERED TO SEE LINE ITEM BELOW			NOT LATER THAN (DATE) SEE LINE ITEM BELOW		
The supplies and services listed below cannot be secured through normal channels or other Army supply sources in the immediate vicinity, and their procurement will not violate existing regulations pertaining to local purchases for stock, therefore, local procurement is necessary for the following reason: (Check appropriate box and complete item)				NAME OF PERSON TO CALL FOR ADDITIONAL INFORMATION STEVEN ROME			TELEPHONE NUMBER 402-221-7673		
LOCAL PURCHASES AUTHORIZED AS THE NORMAL MEANS OF SUPPLY FOR THE FOREGOING BY				REQUISITIONING DISCLOSES NONAVAILABILITY OF ITEMS AND LOCAL PURCHASE IS AUTHORIZED BY			Fund Certification		
EMERGENCY SITUATION PRECLUDES USE OF REQUISITION CHANNELS FOR SECURING ITEM									
ITEM	DESCRIPTION OF SUPPLY OR SERVICES	QUANTITY	UNIT	UNIT PRICE	ESTIMATED		ACCOUNTING CLASSIFICATION AND AMOUNT		
0001	CONTRACT SEYMOUR JOHNSON 017001 LTO MULTISITES	.00	LS	\$.0000	\$531,200.00		SEE LINE ITEM BELOW		
DEL DATE 21 NOV 2000	21 NA 2001 2020.0000	66	2001 08	8061	49300818000	25066 252G U12049	\$.00 CONTRACT		\$955,804.00 TOTAL
DEL TO 0002	NANCY GRANDGENETT SEYMOUR JOHNSON 017002 IRA-O 01-29 & S3-31	.00	LS	\$.0000	\$324,604.00		TYPED NAME AND TITLE OF CERTIFYING OFFICER		SIGNATURE
DEL DATE 28Dec2000	21 NA 2001 2020.0000	66	2001 08	8061	49300813000	25066 252G U12046	MAX MCCRIGHT STAFF ACCOUNTANT		/S/MAX C MCCRIGHT
DEL TO	NANCY GRANDGENETT					402-221-4039	DISCOUNT TERMS		DATE 29Dec2000
PURCHASE ORDER NUMBER									
DELIVERY REQUIREMENTS									
ARE MORE THAN 7 DAYS REQUIRED TO INSPECT AND ACCEPT THE REQUESTED GOODS OR SERVICES YES NO IF YES, NUMBER OF DAYS REQUIRED									
TYPED NAME AND GRADE OF INITIATING OFFICER JUDITH BABERD1ETZSCHOLD				SIGNATURE /S/JUDITH BABERD1ETZSCHOLD		DATE 28Dec2000		SIGNATURE	
TELEPHONE NO. 402-221-7825								DATE	
TYPED NAME AND GRADE OF SUPPLY OFFICER				SIGNATURE		DATE		JUDITH BABERD1ETZSCHOLD PROGRAM ANALYST	
								/S/JUDITH BABERD1ETZSCHOLD 29Dec2000	

PR &C's Guidance for Processing and Coordination of Contract PR&Cs

The following is guidance and example documents for processing and coordinating Planning and Contract PR&Cs for both A-E and RA contract actions on HTRW projects. This guidance has been developed through discussions with Contracting Division staff and the Program Analysts and following it should avoid delays in execution of contract actions. The following items are of particular importance to the Project Managers:

- All contract actions require a separate Contract PR&C
- The same Labor PR&C and Labor Code may be used on more than one contract action, if appropriate
- Contract, mod., and D.O. numbers must be provided to the Program Analyst for each contract action
- Contracting Division will not process a contract action

without

the appropriate PR&C information

- Labor costs for Contracting Division personnel are provided

for

planning purposes and can be adjusted if coordinated with

them.

The Project Manager is responsible for coordinating the de-obligation of any unused Labor funds after the contract

action

is completed.

(1) Coordination of Contract PR&C for Negotiated A-E Contracts

(a) PM provides contract action information to PA for all actions:

- Estimated contract amount
- Contract, mod., D.O. and/or Purchase Order numbers, if

known

- Project title and location
- Labor budget for CT

(b) PA prepares Planning PR&C for contract action and identifies appropriate CEFMS Labor Code for CT labor charges. Planning PR&C should include the following:

- Project description and location (block 15)
- CT Labor Code and budget; contract, D.O. or mod numbers

(block 25)

(c) PM assembles and forwards to CT (Vogt) the following:

- Transmittal Form including:
 - > PR&C number
 - > CT Labor Code
 - > CT budget
- Copies of RFP letter and Scope of Work
- Copy of PR&C (optional)

(d) After negotiations are complete, CT provides final contract amount to PA who converts Planning PR&C to a Contract PR&C and notifies, by E-mail message, the appropriate CT staff.

Note: On contract activities where CT support is needed, but no additional contract funds are required (time extensions, credit mods, acquisition plan development, J & A, etc.), a contract planning PR&C is required. The same information detailed in item 2 above should be shown on the planning PR&C. CT uses the PR&C number to track work assignments through their system.

(2) Coordination of Contract PR&C For Remedial Action (RA) Contracts

(a) PM provides contract action information to PA (PM) for use in preparation of Planning PR&C:

- Estimated RA contract amount
- Contract, mod., D.O. (if TERC or PRAC) and/or Purchase Order numbers
- Project title and location
- Labor budget for CT

(b) PA (PM) prepares Planning PR&C for contract action and identifies appropriate CEFMS Labor code for CT labor charges. Planning PR&C should include the following:

- Project description and location (block 15)
- CT Labor Code and budget; contract, DO, or mod numbers (block 25)

(c) PM assembles and forwards to CT the following:

- Transmittal Form including:
 - >PR&C number
 - >CT Labor Code
 - >CT budget
- Copies of RFP letter and Scope of Work (for negotiated contracts, only)
- Copy of PR&C (optional)

(d) After negotiations or bid review are complete and award amount is determined, CT provides award info to PA in Construction Division (CD) who converts Planning PR&C to a Contract PR&C and notifies, by E-mail, the appropriate CT staff.

Note: If the RA is not within Omaha District boundaries, RA funds are normally sent directly to the appropriate district which will have RA oversight. If that district is utilizing CEFMS, the Contract PR&C is set up by their staff and CT in Omaha District references it for contract award. If the RA oversight district is not utilizing CEFMS, they furnish a funds citation to Omaha District which is referenced for award and the Planning PR&C prepared in Omaha District becomes moot.

**SCOPE OF SERVICES
FOR
FIELD INVESTIGATIONS
AT
SITES SS-09, OT-11, SS-13, OT-17, OT-21, SS-22 AND WP-27
SEYMOUR JOHNSON AFB, NC**

**CONTRACT NO. DACW45-96-D-0017
DELIVERY ORDER # ____
PR&C # ____**

31 OCTOBER, 2000

1. Introduction. Following are the requirements for Remedial Investigation and Feasibility Study work at Seymour Johnson AFB. The work shall be completed according to the criteria outlined in the Geology Field Protocols included as an appendix to this Scope of Services (SOS). The A-E shall review all results from previous investigations, actions or studies currently operating at the sites, and the most current State of North Carolina and Federal regulations/guidance. The A-E shall be responsible for obtaining all clearances and permits. Sites to be investigated include:

- SS-09, DPDO Hazardous Waste Storage Area
- OT-11, Coal Pile Site
- SS-13, RAPCON Fuel Spill
- OT-17, Munitions Residue Burial Site
- OT-21, Old Entomology Shop
- SS-22, KC135 Crash Site
- WP-27, Former Sewage Treatment Plant

2. Objectives The field investigation shall be completed as a supplement to characterize the extent of the contamination to the satisfaction of regulatory agencies. The characterization shall be for the purpose of supplying enough information for the decision making agencies to properly evaluate the sites and make decisions as to site disposition at OT-11, SS-13, OT-17, and SS-22. The characterization shall be for the purpose of completing a Baseline Risk Assessment and Focused Feasibility study at SS-09, OT-21, and WP-27. Objectives shall include:

- Prior to field work, the contractor shall complete a draft work plan for review and subsequent final work plan that include a sampling and analysis plan and a site safety and health plan.

- Review existing data, and complete additional field work to fill in data gaps in order to meet State and Federal standards to complete the Remedial Investigation, Baseline Risk Assessment, and Focused Feasibility Study Report; data must also be sufficient to support the

remedial action proposed by the Feasibility Study.

- Determine the most appropriate agency program the site should be regulated under (CERCLA, State fuels contaminant program, etc.).

- SS-09: For soil, the likely approach will consist of taking sufficient samples to complete a risk assessment and set remediation goals, if required. For Groundwater, a direct push sampling program will help delineate the extent of contamination. As agreed by the SJAFB Tier I Team, follow on work will likely include the installation of a few more permanent monitoring wells to characterize the nature of contamination. At least one deep well will likely be required, due to the observation of chlorinated solvents. Some type of barrier should be set up to keep campers and contractors from wandering into the site.

- OT-11: Six soil, 6 subsurface, and 6 groundwater samples shall be taken. Th samples shall be analyzed for PAHs, SVOCs, metals, and a full sutie on one well and one soil sample.

- SS-13: Direct push sampling shall be completed to determine the extent of a ny fuel related contamination. These results shall be used to determine the location for two shallow and one deep downgradient monitoring wells. The wells shall be analyzed for VOCs, SVOCs, metals, and possibly pesticides/PCBs in at least one well.

- OT-17: Surface soil samples shall be collected and analyzed and compared to industrial levels. Upgradient and downgradient groundwater samples shall be collected and analyzed. Analysis of the soil and groundwater shall focus on explosives and TAL metals. One sample shall be analyzed for a full screen, including VOCs, SVOCs, Pesticides/PCBs, TAL metals, and explosives.

- OT-21: At a minimum, 3 to 4 wells will need to be installed and sampled. Additional soil samples may also be required.

- SS-22: Six soil and 6 groundwater samples shall be taken and analyzed for VOCs and SVOCs.

- WP-27: At a minimum, 3 to 4 wells will need to be installed and sampled. Additional soil samples may also be required. A review of the soil and groundwater sampling results at this site showed that the only exceedences of groundwater standards were a few metals, such as iron, which were considered within background levels and most likely naturally occurring. In the soil, only one compound, phenanthrene, exceeded the S-3:G-1 standards for the protection of groundwater. This site appeared to the SJAFB Tier I Team to be a candidate for further monitoring, with a possible future requirement for a soil cover.

3. Field Investigations

3.1 Contaminant Isoconcentration Maps The A-E shall review all previous data for the sites and construct contaminant isoconcentration maps for each contaminant of concern. A LNAPL thickness isopac map shall also be completed, as necessary. All work for the interim remediations and pilot studies being implemented at the sites shall also be reviewed. This map shall be used to determine additional data requirements (data gaps). All maps shall be submitted in the work plan with rationale for all additionally proposed work.

3.2 Monitoring Wells

3.2.1 Installation The A-E shall install monitoring wells to verify results of the direct push investigations and monitor potential plume migration. For estimating purposes, assume shallow wells shall be 20 ft deep with a 10 ft screen length. Deep wells shall be 40 ft with 5 ft screens. Wells shall be constructed of schedule 40 Polyvinyl Chloride (PVC). Well screens shall be continuous slot (wire wrap) design. All shallow wells shall be screened across the water table, accounting for seasonal groundwater fluctuations. Construction, installation and development shall follow criteria stipulated in the Geology Field Protocols attachment of this SOS. Surface completions shall be flush finished with vaults designed for heavy-vehicle traffic. The A-E shall provide well locations in the A-E Work Plan with rationale for the locations based on previous investigations. Locations shall also meet State requirements for monitoring and conform to CERCLA criteria. All aspects of well design, installation and development shall be detailed in the A-E Work Plan.

3.2.2 Sampling The A-E shall obtain representative ground water samples from all new wells. Sampling shall be collected by use of a pump utilizing low flow/minimal drawdown purging and sampling techniques as outlined in the Geology Field Protocols attachment. If a well contains LNAPL, a bail down test shall be done to determine the actual product thickness in the formation and a sample shall be collected. A ground water sample shall not be collected from such wells.

3.3 Surface Soil Sampling The A-E shall collect surface soil samples to determine any surface contamination and address the exposure pathways for Risk Assessment purposes. Samples shall be collected according to the Chemistry Section specifications in this SOS.

3.5 Analytical All samples collected from the project sites shall be analyzed by approved EPA methods as described in the current edition of SW-846, unless otherwise indicated. The following matrix-specific analytical methods are recommended for the samples specified by site. These analytical methods must be specified in the QAPP. These methods must be EPA-approved and consistent with any applicable current State of North Carolina requirements as well as meeting specific Data Quality Objectives. The objectives, rationale, and end data use for these methods must be clearly stated in the QAPP. These methods must be followed explicitly and all quality control procedures detailed in the respective methods unless otherwise authorized by the Corps of Engineers.

3.5.1. Groundwater Representative groundwater samples shall be collected from new wells and existing wells. These samples shall be analyzed for the following parameters:

1. Volatile Organic Compounds (VOCs). VOCs shall be analyzed by GC/MS utilizing Method 8260A.
2. Semivolatile Organic Compounds (SVOCs). SVOCs shall be analyzed utilizing Method 8270 (the lab shall choose the version of this method that they use).
3. Total Petroleum Hydrocarbons - Gasoline Range Organics (TPH-GRO). TPH-GRO (carbon range C7 to C12) shall be analyzed by Modified Method 8015.
4. Total Petroleum Hydrocarbons - Diesel Range Organics (TPH-DRO). TPH-DRO (carbon range C10-C24) shall be analyzed by Modified Method 8015.

3.5.2 Surface Soil Samples shall be collected to address exposure pathways for Risk Assessment purposes. These samples shall be analyzed for the following parameters:

1. Volatile Organic Compounds (VOCs). VOCs shall be analyzed by GC/MS utilizing Method 8260A.
2. Semivolatile Organic Compounds (SVOCs). SVOCs shall be analyzed utilizing Method 8270 (the lab shall choose the version of this method that they use).
3. Total Petroleum Hydrocarbons - Gasoline Range Organics (TPH-GRO). TPH-GRO (carbon range C7 to C12) shall be analyzed by Modified Method 8015.
4. Total Petroleum Hydrocarbons - Diesel Range Organics (TPH-DRO). TPH-DRO (carbon range C10-C24) shall be analyzed by Modified Method 8015.

3.5.3 Subsurface Soil Subsurface soil samples shall be collected from monitoring well borings. For estimating purposes, two subsurface soil samples shall be collected from each boring. These samples shall be analyzed for the following parameters:

1. Volatile Organic Compounds (VOCs). VOCs shall be analyzed by GC/MS utilizing Method 8260A.
2. Semivolatile Organic Compounds (SVOCs). SVOCs shall be analyzed utilizing Method 8270 (the lab shall choose the version of this method that they use).

3. Target Analyte List (TAL) Metals. The list of target analyte metals is as follows: aluminum, antimony, arsenic, barium, beryllium, cadmium, calcium, chromium, cobalt, copper, iron, lead, magnesium, manganese, mercury, nickel, potassium, selenium, silver, sodium, thallium, vanadium, and zinc. All metals except for arsenic, lead, mercury, and selenium shall be analyzed by Method 6010. Arsenic shall be analyzed by Method 7061, lead by Method 7421, mercury by Method 7471, and selenium by Method 7741.

4. Total Petroleum Hydrocarbons - Gasoline Range Organics (TPH-GRO). TPH-GRO (carbon range C7 to C12) shall be analyzed by Modified Method 8015.

5. Total Petroleum Hydrocarbons - Diesel Range Organics (TPH-DRO). TPH-DRO (carbon range C10-C24) shall be analyzed by Modified Method 8015.

3.6 Quality Assurance/Quality Control It shall be the responsibility of all contractor and subcontractor field personnel to be thoroughly acquainted with the requirements of and to comply with all aspects of this SOS in accordance with the General Chemistry Supplement to the Scope of Services.

3.6.1 Sample Integrity Verification shall be provided on the cooler receipt form that all samples were properly preserved, maintained (including maintaining samples at 4 degrees Celsius), shipped, and received at 4 degrees Celsius. In the event that samples are observed to not be properly preserved anytime throughout the project including upon inspection by the contract laboratory or the QA Laboratory, the USACE Project Chemist shall be notified immediately, and re-sampling may be warranted at no additional expense to the Government.

3.6.2 QA Split Samples QA split samples shall be required for this work effort. These are samples taken by the A-E and sent to the Government QA Laboratory for chemical analysis. Further requirements concerning QA samples are contained in the General Chemistry Supplement to the Scope of Services, Section 4.2.3.5. For this project, QA samples will be taken at the rate of 5%. Below is the designated USACE QA laboratory address:

U.S. Army Corps of Engineers
Chemistry and Materials Quality Assurance Laboratory or CMQA Laboratory
(formerly Missouri River Laboratory)
ATTN: CENWO-LB-D (Sample Custodian)
420 South 18th Street
Omaha, NE 68102
ph# (402)444-4314
fax# (402)341-5448
POC: Laura Percifield

3.6.2.1 CENWO Project Identification for QA Samples The CENWO

LIMS # assigned for this project is #_____. Details concerning the use of this number is in the General Chemistry Supplement to the Scope of Services, Section 4.2.3.6.

3.6.2.2 Coordination of Sample Shipment to the Government QA Lab

The A-E shall notify MR Lab one (1) week prior to the first delivery of samples and at least 24 hours notice given for Saturday sample delivery. The A-E shall denote, on the chain-of-custody to MR Lab when the final shipment of samples has been sent at the completion of field sampling activities.

3.6.3 Data Management/Review and Quality Control Summary Report

Please refer to the General Chemistry Supplement to the Scope of Services for further guidelines on data deliverables and reporting requirements. The following criteria is required for data management and review. The A-E shall use a commercially available data base (or any current in-house program) to evaluate the data from the laboratory. Data evaluation is defined as the process whereby the environmental data is checked for completeness and validated against the written analytical method's criteria. The A-E shall provide a technical review of the data evaluation. The technical review shall be a part of the Quality Control Summary Report (QCSR) and includes, but is not limited to, the following:

1. Data quality statement (including usability of the data)
2. Sample receipt, Chain-of-Custody (COC) and documentation evaluation
3. Holding time evaluation
4. Surrogate recovery evaluation (as applicable)
5. Matrix spike/matrix spike duplicate evaluation
6. Laboratory control spike/laboratory control duplicate evaluation
7. Laboratory duplicate evaluation
8. Dilution discussions
9. Preparation blank evaluation
10. Method blank evaluation
11. Continuing calibration discussions
12. Confirmation analyses (as applicable)
13. Calculation discussions
14. Summary
15. Actions taken

3.7 IRPIMS (ERPIMS) IRPIMS (ERPIMS) electronic data submission is required for this work effort. Details concerning IRPIMS requirements can be found in Section 4.2.10 of the General Chemistry Supplement to the Scope of Services.

4.0 Baseline Risk Assessment. A section of the Remedial Investigation report shall be entitled "Baseline Risk Assessment" (BRA). This section shall be further subdivided into "Human Health Evaluation" and "Environmental Evaluation" sections. The A-E shall utilize all available site information in the preparation of the BRA.

In the event that two or more of the sites covered under the investigation are identified as hydraulically linked through modeling, the BRA shall address and describe the combined effect(s) in the Human Health Evaluation and the Environmental Evaluation sections.

All topics required by this section of the scope of services as described below shall be addressed in the BRA. Where the use of a specific topic is not applicable to the site, provide a negative declaration to establish that adequate consideration was given the topic, and give a brief justification for its omission. The A-E shall consider inhalation, ingestion, and dermal contact exposure routes from the following potentially impacted environmental media:

- Ground Water
- Surface Water
- Surface and Subsurface Soils
- Sediment

Any rationale for excluding an exposure route or media will be included in the risk assessment. This rationale shall be detailed and thorough.

4.1 Human Health Evaluation. The intent of the Human Health Evaluation shall be to assess the reasonable and foreseeable current and future exposures as well as associated risks from site contaminants in the event no action is taken to remove contaminants and/or prevent their migration. In the process of evaluating the specified exposure routes the A-E shall consider all reasonable present and future use scenarios and evaluate risk for adults and children. A discussion will be included for excluding any scenarios in this risk assessment. This discussion shall be detailed and thorough. The Human Health Evaluation shall include the following components:

4.1.1 Data Evaluation. All contaminants found significantly above background concentrations, if applicable, and positively identified in at least one sample shall be taken through the quantitative risk assessment process. Where actual exposure point concentrations cannot be determined, the A-E shall utilize a simple analytical model referenced in the Superfund Exposure Assessment Manual. If necessary, further simple analytical models presented Superfund Exposure Assessment Manual can be used to evaluate the need for more sophisticated modeling.

4.1.2 Exposure Assessment. During the exposure assessment process, the A-E shall utilize available data, detailed analysis of potential contaminant releases, modeled estimation of exposure point concentrations, quantitative evaluation of environmental fate and transport of contaminants released (through the modeling effort), and identification of exposed populations. Exposure point concentrations shall be estimated utilizing the upper 95th percentile confidence limit and the average. The following areas shall be addressed:

- The volume and the physical and chemical characteristics of the waste at the site.
- The adsorption, partitioning, and transformation (biological and oxidation/reduction) characteristics of the waste/ecosystem, including migration potential. Especially the potential for loading of contaminants into any media.

--Identification of potentially impacted resources such as surface water bodies; creeks, rivers, reservoirs, and ground water resources. Include relative classification, flow rates, and quality of resources.

--The hydrogeological characteristics of the site and surrounding land with special emphasis on ground water mobility and subsequent potential for transporting contaminants off-site.

--Direction, velocity, gradient, quantity and quality of ground water flow.

--The total thickness of the site overburden.

--Permeability, hydraulic conductivity, and porosity of surface and saturated soils.

--The thickness and characteristic structure of unsaturated zones.

--Description and specific applicable features of the saturated zones.

--Elevation of site bedrock surfaces.

--Identification of all current receptor wells in the area of influence (residential, industrial and agricultural), screening depth, and potential usage rates.

--The current and future uses of ground water in the area, using the EPA's "Guidelines for Ground-Water Protection Strategy" as a guidance.

4.1.3 Toxicity Assessment. Preparation of toxicological profiles is required for chemical contaminants of concern. These profiles shall be based on readily available references such as:

- EPA Integrated Risk Information System (IRIS)
- ATSDR Toxicological Profiles
- EPA Water Quality Criteria Documents
- EPA Health Advisories

Include such data as a *minimum*: research data both, human and animal, the confidence of this data, toxicological values, target organs, resulting cancers and tumors in both adult and child.

4.1.4 Risk Characterization. Risk characterization is required for the individual and composite carcinogenic and noncarcinogenic risk of human exposure to site chemicals. Exposure shall be defined as exposure to individual contaminants and/or suspected mixtures of contaminants as evidenced by on-site conditions. Exposure and risk calculations shall be performed in accordance with EPA guidelines (see references). Include written justification for the assumptions used to estimate human dose. Based on the results of chemical analysis for the various media tested, modeled dose or intake estimations, and the identification of actual or potential reasonable, foreseeable, and complete exposure pathways, a composite risk analysis shall be conducted for both carcinogenic and noncarcinogenic substances. Ground water shall be assumed to be a drinking water source from any location investigated unless such ground water is classified as not suitable for drinking. A general discussion and characterization of the uncertainty of results generated for the BRA shall also be presented.

4.2 Environmental Evaluation. The purpose of the Environmental Evaluation is to determine the risk posed by the current and potential future scenarios and the environmental impacts of site contaminants. The intent of the Environmental Evaluation shall be to discuss the

potential environmental impacts of site contaminants in the event no action is taken to remove contamination and/or prevent migration. Rather than assessing the quantitative risk to the ecosystem, the ecological assessment shall address the potential for contaminants adversely affecting the environment. To do this, the ecological assessment shall address the following topics. The Environmental Evaluation shall include the following components:

- Description of Objective(s);
- Description of Data;
- Description of Site and the Study Area (include any commercial, residential, recreational, and aesthetic uses affected by site contaminants).;
- Description of Contaminants of Concern and basis for determining these Contaminants of Concern, AND

4.2.1 Exposure Assessment. Site contaminants shall be evaluated as to: -- Physical and chemical properties, frequency of release, and potential availability of contaminants to receptors.

- The possibility of contaminated groundwater recharge into surface water sources, i.e. surface impoundments, streams, rivers, wetlands, etc.
- The possibility of contaminated groundwater or surface water adversely effecting wetlands.
- The possibility of contaminated groundwater or surface water adversely effecting areas inhabited by sensitive populations.
- Determine whether or not on-site surficial contamination exists in a sensitive habitat or is affecting sensitive population of organisms. In addition, the potential for surficial contaminant migration into sensitive areas shall be addressed.
- Determine the habitats and populations potentially affected by site contaminants and evaluate to what extent they are affected.
- Determine the exposure pathways involved, the completeness of these exposure pathways, ecological endpoints and the effect of site contaminants on these endpoints.
- Determine contaminant evaluation (i.e. physical/chemical properties, bioaccumulation potential, toxicity, migration potential and bioavailability of site contaminants).
- Impacted fauna and flora (special emphasis shall be given to identifying specific populations and endangered species).
- Critical habitats (wetlands, coastal zones, prime and unique farmlands, etc.).
- Human impact on site and ecology.

4.2.2 Toxicity Assessment. To include:

- Species specific toxicity profiles, readily available in RTECS, IRIS, and Contaminant-specific agency directed studies.
- Susceptibility and relative risk with regard to site contaminants for specific environmental receptors.
- Risk or Threat Characterization.
- Description of Remediation Criteria.
- Description of Conclusions and Limitations.

4.3 Identification of ARARs. The A-E shall identify all Applicable, or Relevant and Appropriate Requirements (ARARs) and To Be Considered (TBC) criteria; federal, state, and local. If the ARARs or TBCs are not published and contact with regulatory agencies has to be made, the contacts (names and addresses) used to collect the required information shall be listed. Where appropriate, the A-E shall compare the estimated exposure point concentrations with the corresponding ARAR/TBC value to aid in assessing the need for remedial action.

4.4 Guidance. The following documents are provided for reference. Additional documentation may be used as required.

U.S. EPA, 1986. Guidelines for Exposure Assessment. Fed. Reg., Vol. 51, pages 33992-34003 and 34042-34054.

U.S. EPA, 1986. Guidelines for the Health Assessment of Suspect Developmental Toxicants. Fed. Reg., Vol. 51, pages 34028-34040.

U.S. EPA, 1986. U.S. EPA Guidelines for the Health Risk Assessment of Chemical Mixtures. Fed. Reg., Vol 51, pages 34014-34025.

U.S. EPA, 1986. Guidelines for Exposure Assessment. Fed. Reg., Vol 51, pages 34042-34054.

U.S. EPA, 1986. Guidelines for Mutagenicity Risk Assessment. Fed. Reg., Vol 51, pages 34006-34012.

U.S. EPA, March 1989. Risk Assessment Guidance for Superfund Volumes I and II. Washington DC, 20460; U.S. EPA, Office of Emergency and Remedial Response. EPA 540/1-89/002 and EPA 540/1-89/001.

U.S. EPA, April 1988. Superfund Exposure Assessment Manual. Washington DC, 20460; U.S. EPA, Office of Remedial Response. EPA/540/1-88/001.

Life Systems Incorporated, 1985. Endangerment Assessment Handbook. Washington DC, Office of Waste Programs Enforcement. Contract No. TR-693-248.

U.S. EPA, March 1988. Draft Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA. U.S. EPA, Washington DC, OSWER Directive 9355.3-01, Contract No. 68-01-7090.

U.S. EPA, Dec 1986. Guidelines for Ground Water Classification under the EPA Ground-Water Protection Strategy, Final Draft, Office of Ground-Water Protection, Office of Water.

U.S. EPA, August 1984. Ground Water Protection Strategy, Office of Ground Water Protection.

Public Law No. 99-499, Superfund Amendments and Reauthorization Act (SARA) 42 USC 9601 et seq., Enacted Oct. 17, 1986.

National Oil and Hazardous Substance Pollution Contingency Plan; Final Rule, Fed. Reg. Vol. 55, No. 46, Thursday, March 8, 1990.

U.S. EPA, OSWER Directive No. 9234.0-05, "Interim Guidance on Compliance with Applicable or Relevant and Appropriate Requirements," July 9, 1987.

U.S. EPA, OSWER Directive No. 9234.0-02, "CERCLA Compliance with other Environmental Statutes."

Donigan, A.S., Yo, T.Y.R. and E.W. Shanahan. 1983. Rapid Assessment of Potential Groundwater Contamination Under Emergency Response Conditions. Anderson-Nichols/West, Palo Alto, Calif, for USEPA, Washington DC. Contract No. 68-03-3116.

U.S. EPA. Vertical and Horizontal Spread (VHS) Model, as adapted from Dominico and Palciauskas (1985), 50 FR 48886, and 50 FR 50789.

Dominico, P.A. and G.A. Robbins. 1985. "A New Method of Contaminant Plume Analysis." Ground Water 23: 5, July-August, 1985.

5.0 Investigation Derived Waste The A-E is responsible for collection, staging and off-base disposal of all Investigation derived wastes. All wastes shall be handled according to the Geology Field Protocols attachment.

6.0 Plans and Reports Requirements/Approvals.

6.1 Plans. The A-E, upon receiving his Notice to Proceed, shall prepare the following plans:

- Sampling and Analysis Plan (SAP), Draft and Final. The SAP shall also include the A-E's methods, equipment, and procedures for carrying out all field work.

- Site Safety and Health Plan (SSHP), Draft and Final. One portion of the document shall address site-specific details.

These plans shall include a detailed discussion of the technical approach the A-E plans to use to implement the requirements specified herein. Detailed instructions for the preparation of these plans are in attachments to this SOS. All plans must be reviewed by the appropriate technical staff and approval obtained from the U.S. Army Corps of Engineers, Omaha District, Project Manager (CENWO-PM) prior to commencement of that work effort.

6.2 Reports. The A-E shall develop the following listed reports:

6.2.1 A-E Daily Quality Control Reports (A-E DQCR). During the field investigation activities, the A-E will provide DQCR's to the CENWO-PM. These reports shall be faxed to the CENWO-PM on a daily basis. Should problems arise, the A-E should notify the CENWO-PM immediately. The A-E DQCR shall be prepared in accordance with the instructions given in Appendix D, General Chemistry Scope, paragraph 5.2.1.

6.2.2 A-E Quality Control Summary Report (QCSR). The QCSR is a report submitted by the A-E at the conclusion of the site investigation phase and shall be submitted as part of the Draft Site Investigation (SI) Report. The QCSR shall be prepared in accordance with the instructions given in Appendix D, General Chemistry Scope, paragraph 5.2.2.

6.2.3 Draft RI/FS Report. The Draft RI/FS Report shall describe the site investigations and analytical results, emphasizing the significance of detected concentrations relative to appropriate Federal and state criteria. In the conclusions and recommendations section, the A-E shall make a preliminary determination, including specific documentation and appropriate references, of whether any chemical contamination present on the site may have been caused by DOD-related or other PRP activities. The Feasibility Study portion of the report shall present an outline of possible remedial action options that should be considered for the site. A Baseline Risk Assessment (BRA) shall also be developed and presented in the Draft RI/FS report (See Appendix E for guidance on developing the BRA) The Draft RI/FS Report shall include, but not necessarily be limited to, the following:

SECTION 1.0 - EXECUTIVE SUMMARY

SECTION 2.0 - GENERAL

- 2.1 - Introduction
- 2.2 - Project Objective
- 2.3 - Site Location and Physiography, Geology and Hydrology
- 2.4 - Ownership and Prior Use
- 2.5 - Regulatory Requirements
(MCL's-groundwater, soil, and air)

SECTION 3.0 - SITE INVESTIGATION

- 3.1 - Introduction
- 3.2 - Soil Sampling
- 3.3 - Monitoring Well Installation and Sampling
- 3.4 - Shipping of Samples
- 3.5 - Air Monitoring
- 3.6 - Location and Elevation Survey

SECTION 4.0 - ANALYTICAL RESULTS

- 4.1 - Introduction
- 4.2 - Ground Water
- 4.3 - Surface Water
- 4.4 - Soil

SECTION 5.0 - NATURE AND CONTAMINATION EXTENT

- 5.1 - Introduction
- 5.2 - Site Contamination Characteristics
- 5.3 - Contaminants in Various Media
- 5.4 - Requirements for Further Study
- 5.5 - Criteria for No Further Action

SECTION 6.0 - Human Health Risk Assessment

- 6.1 - Data Evaluation
- 6.2 - Exposure Assessment
- 6.3 - Toxicity Assessment
- 6.4 - Risk Characterization
- 6.5 - Human Health Risk Assessment Summary

SECTION 7.0 - PRELIMINARY FEASIBILITY STUDY

SECTION 8.0 - CONCLUSIONS AND RECOMMENDATIONS

APPENDICES (Supporting Documentation)

Prior to submittal of the Draft RI/FS Report, the A-E shall provide the USACE with (5) five copies of a working draft of the report. This report will be used for USACE review only. The USACE review will focus on accuracy of the site information presented only. The primary technical review will be performed on the Draft RI/FS report.

6.2.4 Final RI/FS Report. The Final RI/FS Report shall be Draft RI/FS Report with the inclusion of the "Accepted" review comments.

7.0 Tier I and RAB Support.

- **Tier I Team Meetings.** The A-E shall attend six Tier I Team meetings. This task shall assume six two-day meetings in Goldsboro, NC. The Contractor shall provide minutes for these meetings.

- **Restoration Advisory Board (RAB) Meetings.** The A-E shall operate the RAB (Restoration Advisory Board). This task includes the following items:

-- **Public Notices.** Support the Base RPM to ensure that proper timing is

observed with the public notices and contacting appropriate organizations. For planning purposes, it is assumed that two public meetings will take place over the next 12 months.

-- **Public Meetings.** Support the Base RPM with preparation of and the execution of three public meetings. The task includes support with topic selection, agenda development, presentation materials, and site selection and coordination of meetings. It also includes follow-up support in the form of meeting minutes development and dissemination and/or handling of public comments.

-- **Fact Sheets.** Prepare three fact sheets for the Base RPM. The Fact Sheets will contain information designed to inform the community of the progress of the IRP at SJAFB and will be coordinated with the Base Public Affairs Office.

-- **General Support for the Installation Restoration Program.** Support the Base RPM with various tasks such as maintaining the mailing list, preparing short non-technical summaries of recently prepared documents contained in the information repository, and preparing responsiveness summaries after public meetings. Other support may include tasks to further ensure the public is informed and understands the activities that are occurring under the IRP. An example of this would be reviewing materials generated by 4 CES/CEV to make them less technical, and reviewing materials generated by 4 FW PAO to ensure technical accuracy over the next 12 months.

8.0 General.

8.1 Project Manager. The A-E shall assign an employee in his organization who shall be known as the Project Manager. This individual shall oversee the coordination of the entire project, administer all instructions from the CENWO-PM, and obtain answers to all questions from the CENWO-PM during and after the work.

8.2 Travel & Meetings. The A-E shall perform the following necessary travel as part of this delivery order.

8.2.1 All travel required to obtain field data necessary to complete contract services as detailed.

8.2.2 Attend Draft RI/FS Report review meeting, to be held in Seymour Johnson AFB, NC. Expected attendees from the A-E shall be the Project/Technical Manager and a Project Technical person.

8.3 Review of Progress and Technical Adequacy. At appropriate times, representatives of the Contracting Officer may review the progress and technical adequacy of the work. Such review shall not relieve the A-E from performing all contract requirements, except as may be waived by written instruction.

8.4 Project Schedule. The A-E shall submit an outline of the project schedule for approval ten (10) days after the issuance of the Notice-to-Proceed.

8.5 Progress Reports. The A-E shall submit progress reports with each request for payment. The progress reports shall indicate work performed, costs, and problems incurred during the payment period. The A-E, under this contract, shall interpose no objection nor restriction to the Contracting Officer's designation of another A-E for the purpose of reviewing the adequacy and correctness of the work performed under this contract.

8.5.1 Conference Notes and Confirmation Notices.

8.5.1.1 Conference Notes. The A-E shall be responsible for taking notes and preparing the reports for all conferences. Conference notes shall be prepared in typed form and the original furnished to this office (within 5 days after date of conference) for concurrence prior to distribution to all attendees. This report shall include the following items as a minimum:

8.5.1.1.1 The date and place the conference was held with a list of attendees. The roster of attendees shall include name, organization, and telephone number.

8.5.1.1.2 Written comments presented by attendees shall be attached to each report with the conference action noted. Conference action shall be "A" for an Approved comment, "D" for a Disapproved comment, "W" for a comment that has been Withdrawn, and "E" for a comment that has an Exception noted. Narrative responses shall be provided with the Conference Notes for all but Approved comments.

8.5.1.2 Confirmation Notices. The A-E shall be required to provide a record of all discussions, verbal directions, telephone conversations, etc., participated in by the A-E and/or his representatives on matters relative to this contract and the work, irrespective of whom the other participants may have been. These records, entitled "Confirmation Notices" shall be numbered sequentially and shall fully identify participating personnel, subject discussed and any conclusions reached. The A-E shall forward to the Contracting Officer, or his representative, as soon as possible (not more than 5 working days), a reproducible copy of said confirmation notices. Distribution of said confirmation notices shall be made by the Government, as necessary.

8.6 Special Considerations.

8.6.1 USACE Property. All materials gathered and developed in the performance of this work shall be the property of the U.S. Army Corps of Engineers (USACE) and shall not be used or distributed by the A-E without specific permission from the Contracting Officer.

8.6.2 Public Affairs. The A-E shall not make available to the news media or publicly disclose any data generated or reviewed under this contract unless instructed to do so by the CENWO-PM. When approached by the news media, or any unknown personnel, the A-E shall refer them to the CENWO-PM for response.

8.6.3 Site Access. The A-E shall not enter the site or begin any field work activities without prior permission from the CENWO-PM.

8.6.4 Site Clean Up. The A-E shall, at all times, keep the project sites, including storage areas, free from accumulation of waste materials or rubbish. Prior to completion of the work, the A-E shall remove from the site all tools, equipment, and materials which are not the property of the Government. Upon completion of the field work, the A-E shall leave the work premises in a clean, neat, workmanlike condition. Excess material (samples, sampling equipment, PPE, etc.) shall be properly disposed of by the A-E. Non-dedicated sampling equipment shall be decontaminated and properly disposed of.

8.7 Government-Furnished Documents. The following documents are available to the A-E upon request.

- U.S. Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1, dated April 1981, revised October 1992.

- ER-110-1-263, Engineering and Design, Chemical Quality Management for Hazardous Waste Remedial Activities

- A-E Instruction Manual

8.8 Reference Documents.

- 42 U.S.C. 6991 (c), Resource Conservation and Recovery Act (RCRA).

- 42 U.S.C. 9601 (14), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

- A-E Guidance for Developing A-E Quality Management Procedures for Site Investigation Activities, U.S. Army Corps of Engineers, Omaha District, Environmental Branch.

9.0 Submittals and Reviews.

9.1 Submittals. Contract submittals shall be furnished to the CENWO-PM as indicated below. Submittals being furnished for review shall be mailed via a carrier that will provide overnight service, such as Express Mail.

<u>Addressee</u>	<u>Copies of Draft & Final SAP & SSHP</u>	<u>Copies of Draft & Final Reports</u>
ACC/CEVR	2	2
ATTN: Mr. Chuck Hill		
Crestar Building		

11817 Canon Blvd, Suite 510B
Newport News, VA 23606

4 CES/CEV
ATTN: Mr. Greg Ditzler
1095 Mitchell Ave.
Seymour Johnson AFB, NC 27531-2355

3

3

U.S. Army Corps of Engineers
ATTN: CENWO-ED-EA (Rowe)
Omaha District, Environmental Branch
215 North 17th Street
Omaha, NE 68102-4978
Telephone: (402) 221-7673

4

4

U.S. Environmental Protection Agency,
Region IV
ATTN: Robert H. Pope
345 Courtland Street
NE Atlanta, GA 30365

1

1

North Carolina Department of Environment,
Health, and Natural Resources
Division of Environmental Management,
Groundwater Section
ATTN: Mr. Richard Powers
1424 Carolina Avenue / P.O. Box 1507
Washington, NC 27889

1

1

North Carolina Department of Environment,
Health, and Natural Resources
ATTN: Ms. Susan Green
401 Oberlin Road, Suite 150
Raleigh, NC 27605

1

1

March 19, 2001

Hazardous, Toxic and Radioactive Waste Branch

Vernon Reid
Black & Veatch
6601 College Boulevard
Overland Park, Kansas 66211

Dear Mr. Reid:

I am writing to request your proposal for services as part of your Indefinite Delivery-Type Contract DACA45-97-D-0010 with Omaha District.

Your services are requested for a Preliminary Assessment/Site Inspection at 15 Munitions Burial sites for the Avon Park Air Force Range in Florida. Included in these services shall be the preparation of all deliverables, documents and reports as required.

Please refer to the enclosed Scope of Services for specific requirements upon which your proposal is to be based. The Scope of Services will become part of the contract.

Request you furnish an original and one (1) copy of the proposal by December 6, 2000. If subcontracting is applicable, please identify the subcontractor costs. Mark the envelope to the attention of "CENWO-CT" and "PROPOSAL, DO NOT OPEN." Upon receipt and acceptance of your proposal, a delivery order will be issued covering the services to be performed. You are not to proceed with this work until your proposal has been accepted and you are authorized to proceed.

If you have any questions, contact the USACE Project Manager, Mike Steffensmeier at (402) 221-7163 on technical matters.

Sincerely,

Robert F. Smart, P.E.
Authorized Representative of the Contracting Officer

Enclosures

Copy To:
Mike Stevens
Scotti Holcombe

STEFFENSMEIER/ba/71

PETERSEN/CENWO-PM-I

SMART/CENWO-PM-I

When used for Inspector General reports, dissemination is prohibited except as authorized by AR 20-1.

Criminal statutes and regulations provide penalties for unauthorized removal or disclosure of safeguarded records.

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ONLY

Use to safeguard unclassified information exempted from disclosure to the public under the Freedom of Information Act in accordance with AR 340-17.

This cover sheet will be removed when documents are destroyed, filed, mailed, or when protective markings are removed. By itself, this cover sheet requires no protection.

GOVERNMENT ESTIMATE
FOR
BASEWIDE GROUNDWATER MONITORING PROGRAM
AT
DAVIS-MONTHAN AIR FORCE BASE, ARIZONA

Baltimore District Contract # DACA31-94-D-0017
Delivery Order # 150, Modification # 3

29 December 2000

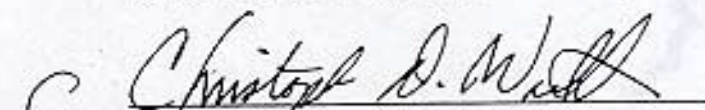
This Government Estimate was prepared to support the proposed work of implementing a base wide groundwater monitoring program to include performing groundwater monitoring at five sites and providing technical assistance at Davis-Monthan Air Force Base in Tucson, Arizona, under Air Force Project Numbers FBNV20017093, FBNV20017051, and FBNV20017064. A total of thirteen (13) existing wells will be sampled at varying frequencies over a twelve month period, and water level measurements will be taken. Well water level measurements and analytical data, and recommendations and conclusions will be provided to the Corps of Engineers, Davis-Monthan Air Force Base, and State of Arizona in reports. This work is described in detail in the Scope of Services dated 21 December 2000.

This Government Estimate, in the amount of \$121,398 covers all anticipated costs associated with this proposed effort. The breakout of the estimated cost for each task and a summary are attached.

This Government Estimate of
\$121,398 was prepared on
29 December 2000 by:


Michael J. Steffenmeier
Senior Project Manager

This Government Estimate was
reviewed and recommended for
approval on 29 December 2000 by:

for 
Randy Petersen, P.E.
Chief, HTRW Branch
Section D

GOVERNMENT ESTIMATE SUMMARY
Malcolm Pirnie
Contract #DACA31-94-D-0017

LEAD SUMMARY

Direct Labor	Rate	Hrs	Cost	%
Principal	\$ 72.17	10	\$722	1%
SR Project Manager	\$ 53.54	32	\$1,713	2%
Accountant	\$ 1.00	0	\$0	0%
Senior Tech Reviewer	\$ 1.00	0	\$0	0%
Chemical Engineer	\$ 1.00	0	\$0	0%
Chemist	\$ 1.00	0	\$0	0%
Sr Civil Engineer	\$ 45.14	214	\$9,660	12%
Jr Civil Engineer	\$ 27.53	490	\$13,490	17%
Ecologist	\$ 1.00	0	\$0	0%
Environmental Engineer	\$ 1.00	0	\$0	0%
Estimator	\$ 1.00	0	\$0	0%
Geochemist	\$ 1.00	0	\$0	0%
Geologist	\$ 1.00	0	\$0	0%
Computer Scientist	\$ 29.25	41	\$1,199	2%
Hydrogeologist	\$ 1.00	0	\$0	0%
Hydrologist	\$ 1.00	0	\$0	0%
Ind. Hygienist	\$ 1.00	0	\$0	0%
Industrial Process Eng.	\$ 1.00	0	\$0	0%
Mechanical Engineer	\$ 1.00	0	\$0	0%
Ordinance Specialist	\$ 1.00	0	\$0	0%
Paralegal	\$ 1.00	0	\$0	0%
Photo Interpretation Spec	\$ 1.00	0	\$0	0%
Real Estate Attorney	\$ 1.00	0	\$0	0%
Real Estate Title Specialis	\$ 1.00	0	\$0	0%
Researcher(Historical)	\$ 1.00	0	\$0	0%
Researcher (Technical)	\$ 1.00	0	\$0	0%
Technician/Drafting	\$ 20.35	10	\$204	0%
Word Processor	\$ 20.35	31	\$631	1%
Clerical	\$ 16.18	52	\$841	1%
-		2	\$0	0%
-		0	\$0	0%
Subtotal		882	\$28,460	
Other Markup	174%		\$49,377	
Total Direct Cost			\$77,837	

TM	GEO	CHEM	IH	Other
10	0	0	0	0
32	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
214	0	0	0	0
490	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
41	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	10	0	0	0
21	10	0	0	0
42	10	0	0	0
2	0	0	0	0
0	0	0	0	0

Office Costs		\$5,034
fee	0%	\$0
Total office Costs		\$5,034

Travel & Perdiem		\$	1,400
Fee	0%		50
Total Travel & Perdiem			\$1,400

Equipment and Material Costs		\$1,200
Fee	0%	\$0
Total Equipment and materials		\$1,200

Subcontractor Costs		\$25,000
Fee	0%	\$0
Total Subcontractor Costs		\$25,000

Direct Labor	\$77,837
Total Other Direct Costs	\$32,634
Engineering Mgmt Fee of 10%	\$10,927.08
Total Cost	\$121,398

Notes:

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GOVERNMENT ESTIMATE SUMMARY
Malcolm Pirnie
Contract #DACA31-94-D-0017

Project: Davis-Monthan AFB FY01 LTM
Location: Tucson AZ
Date: December 29,2000
Prepared by: Mike Steffensmeier
XXX
XXX
XXX

Tasks		DIRECT LABOR		OTHER INDIRECT COSTS	TOTAL COST	%COST
		HOURS	COST			
Task1	Planning/Documentation	66	\$5,563	\$ 616	\$6,179	6%
Task2	GW Level Sounding	94	\$7,183	\$ 351	\$7,534	7%
Task3	GW Sampling	187	\$15,426	\$ 26,805	\$42,231	38%
Task4	Reporting Documentation	176	\$14,791	\$ 1,098	\$15,888	14%
Task5	ERPIMS Deliverable	106	\$10,163	\$ 1,210	\$11,373	10%
Task6		0	\$0	\$ -	\$0	0%
Task6	Technical Assistance	178	\$16,020	\$ 1,293	\$17,313	16%
Task7	Project Management	75	\$8,690	\$ 1,261	\$9,951	9%
Task9	-	0	\$0	\$ -	\$0	0%
Task10	-	0	\$0	\$ -	\$0	0%
Task11	-	0	\$0	\$ -	\$0	0%
Task12	-	0	\$0	\$ -	\$0	0%
Task13	-	0	\$0	\$ -	\$0	0%
Task14	-	0	\$0	\$ -	\$0	0%
Task15	-	0	\$0	\$ -	\$0	0%
Task16	-	0	\$0	\$ -	\$0	0%
Task17	-	0	\$0	\$ -	\$0	0%
Task18	-	0	\$0	\$ -	\$0	0%
Task19	-	0	\$0	\$ -	\$0	0%
Task20	-	0	\$0	\$ -	\$0	0%
Task21	-	0	\$0	\$ -	\$0	0%
Task22	-	0	\$0	\$ -	\$0	0%
Task23	-	0	\$0	\$ -	\$0	0%
Task24	-	0	\$0	\$ -	\$0	0%
Task25	-	0	\$0	\$ -	\$0	0%
Task26	-	0	\$0	\$ -	\$0	0%
Task27	-	0	\$0	\$ -	\$0	0%
Task28	-	0	\$0	\$ -	\$0	0%
Task29	-	0	\$0	\$ -	\$0	0%
Task30	-	0	\$0	\$ -	\$0	0%
TOTAL		882	\$77,837	\$32,634	\$110,471	

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FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

Date:
December 29, 2000
Prepared by:
Mike Stoffensmeier
xxx
xxx
xxx

TM	GEO	CHEM	IR
4			
10			
40			
\$4			
\$5			
\$3			

Notes

Equipment and Material Costs	L.S. Cost
Fee 0%	\$0
Total Equipment & Materials	\$0

Subcontractor Costs	L.S. Cost
Fee 0%	\$0
Total Subcontractor Costs	\$0

Equipment and Material Costs	L.S. Cost
Fee 0%	\$0
Total Equipment & Materials	\$0

Subcontractor Costs	L.S. Cost
Fee 0%	\$0
Total Subcontractor Costs	\$0

Equipment and Material Costs	L.S. Cost
Fee 0%	\$0
Total Equipment & Materials	\$0

Subcontractor Costs	L.S. Cost
Fee 0%	\$0
Total Subcontractor Costs	\$0

Planning/Documentation

GOVERNMENT ESTIMATE SUMMARY

FOR OFFICIAL USE ONLY

Malcolm Pirnie

Contract #DACA31-94-D-0017

Davis-Monthan AFB FY01 LTM

Task2 GW Level Sounding

Date:

December 29, 2000

Prepared by:

Mike Steffensmeier

xxx

xxx

xxx

-

Direct Labor	Rate	Hrs	Cost	%
Principal	\$ 72.17	0	\$ -	0%
SR Project Manager	\$ 53.54	2	\$ 107	1%
Accountant	\$ 1.00	0	\$ -	0%
Senior Tech Reviewer	\$ 1.00	0	\$ -	0%
Chemical Engineer	\$ 1.00	0	\$ -	0%
Chemist	\$ 1.00	0	\$ -	0%
Sr Civil Engineer	\$ 45.14	4	\$ 181	3%
Jr Civil Engineer	\$ 27.53	80	\$ 2,202	31%
Ecologist	\$ 1.00	0	\$ -	0%
Environmental Engineer	\$ 1.00	0	\$ -	0%
Estimator	\$ 1.00	0	\$ -	0%
Geochemist	\$ 1.00	0	\$ -	0%
Geologist	\$ 1.00	0	\$ -	0%
Computer Scientist	\$ 29.25	3	\$ 88	1%
Hydrogeologist	\$ 1.00	0	\$ -	0%
Hydrologist	\$ 1.00	0	\$ -	0%
Ind. Hygienist	\$ 1.00	0	\$ -	0%
Industrial Process Eng.	\$ 1.00	0	\$ -	0%
Mechanical Engineer	\$ 1.00	0	\$ -	0%
Ordinance Specialist	\$ 1.00	0	\$ -	0%
Paralegal	\$ 1.00	0	\$ -	0%
Photo Interpretation Specialist	\$ 1.00	0	\$ -	0%
Real Estate Attorney	\$ 1.00	0	\$ -	0%
Real Estate Title Specialist	\$ 1.00	0	\$ -	0%
Researcher(Historical)	\$ 1.00	0	\$ -	0%
Researcher(Technical)	\$ 1.00	0	\$ -	0%
Technician/Drafting	\$ 20.35	0	\$ -	0%
Word Processor	\$ 20.35	0	\$ -	0%
Clerical	\$ 16.18	3	\$ 49	1%
-	\$ -	2	\$ -	0%
-	\$ -	0	\$ -	0%
Subtotal			\$ 2,626	
Other Markup	174%		\$ 4,557	
Total Direct Cost		94	\$ 7,183	

rates Valid March 98

Other Significant Costs

Office Costs	Rate	No.	Cost
Reproduction	\$ 0.10	200	\$ 20
Binding	\$ 10.00		\$ -
Express mail	\$ 25.00	0	\$ -
Telephone and fax	\$ 10.00	5	\$ 50
Computer Time	\$ 9.00	0	\$ -
CADD Time	\$ 19.00		\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Fee	0%		\$ -
Total Office Costs			\$ 70

Travel & Perdiem	Rate	No.	Cost
Airfare			\$ -
Airfare			\$ -
Airfare			\$ -
Rental Car			\$ -
Mileage	\$ 0.33	250	\$ 81
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Fee	0%		\$ -
Total Travel Cost			\$ 81

TM	GEO	CHEM	IH
2			
4			
80			
\$3			
\$3			
\$2			

Notes:

Equipment and Material Costs	L.S. Cost
Misc Equipment and supplies	\$200
Fee	0%
Total Equipment & Materials	\$200

Subcontractor Costs	L.S. Cost
Fee	0%
Total Subcontractor Costs	\$0

Total Direct Labor \$ 7,183
 Total Other Significant C \$ 351
 Total \$ 7,534

GW Level Sounding

GOVERNMENT ESTIMATE SUMMARY

FOR OFFICIAL USE ONLY

Malcolm Pirnie
Contract #DACA31-94-D-0017
Davis-Monthan AFB FY01 LTM

Task3 GW Sampling

Date:
December 29, 2000
Prepared by:
Mike Steffensmeier
xxx
xxx
xxx
-

Direct Labor	Rate	Hrs	Cost	%
Principal	\$ 72.17	0	\$ -	0%
SR Project Manager	\$ 53.54	2	\$ 107	1%
Accountant	\$ 1.00	0	\$ -	0%
Senior Tech Reviewer	\$ 1.00	0	\$ -	0%
Chemical Engineer	\$ 1.00	0	\$ -	0%
Chemist	\$ 1.00	0	\$ -	0%
Sr Civil Engineer	\$ 45.14	25	\$ 1,129	7%
Jr Civil Engineer	\$ 27.53	160	\$ 4,405	29%
Ecologist	\$ 1.00	0	\$ -	0%
Environmental Engineer	\$ 1.00	0	\$ -	0%
Estimator	\$ 1.00	0	\$ -	0%
Geochemist	\$ 1.00	0	\$ -	0%
Geologist	\$ 1.00	0	\$ -	0%
Computer Scientist	\$ 29.25	0	\$ -	0%
Hydrogeologist	\$ 1.00	0	\$ -	0%
Hydrologist	\$ 1.00	0	\$ -	0%
Ind. Hygienist	\$ 1.00	0	\$ -	0%
Industrial Process Eng.	\$ 1.00	0	\$ -	0%
Mechanical Engineer	\$ 1.00	0	\$ -	0%
Ordinance Specialist	\$ 1.00	0	\$ -	0%
Paralegal	\$ 1.00	0	\$ -	0%
Photo Interpretation Specialist	\$ 1.00	0	\$ -	0%
Real Estate Attorney	\$ 1.00	0	\$ -	0%
Real Estate Title Specialist	\$ 1.00	0	\$ -	0%
Researcher(Historical)	\$ 1.00	0	\$ -	0%
Researcher (Technical)	\$ 1.00	0	\$ -	0%
Technician/Drafting	\$ 20.35	0	\$ -	0%
Word Processor	\$ 20.35	0	\$ -	0%
Verbal	\$ 16.18	0	\$ -	0%
	\$ -	0	\$ -	0%
	\$ -	0	\$ -	0%
Total			\$ 5,640	
Other Markup	174%		\$ 9,786	
Total Direct Cost		187	\$ 15,426	

rates Valid March 98

Other Significant Costs

Office Costs	Rate	No.	Cost
Reproduction	\$ 0.10	150	\$ 15
Binding	\$ 10.00	0	\$ -
Express mail	\$ 25.00	12	\$ 300
Telephone and fax	\$ 10.00	36	\$ 360
Computer Time	\$ 9.00	0	\$ -
CADD Time	\$ 19.00		\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Fee	0%		\$ -
Total Office Costs			\$ 675

Travel & Per Diem	Rate	No.	Cost
Airfare			\$ -
Hotel			\$ -
Meal			\$ -
Rental Car			\$ -
Tolls	\$ 0.33	400	\$ 130
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Fee	0%		\$ -
Total Travel Cost			\$ 130

TM	GEO	CHEM	IH
2			
25			
160			

Notes:

Equipment and Material Costs	L.S. Cost
Misc Equipment and supplies	\$1,000
Fee	0%
Total Equipment & Materials	\$1,000

Subcontractor Costs	L.S. Cost
Analytical Sub	\$25,000
Fee	0%
Total Subcontractor Costs	\$25,000

Total Direct Labor \$ 15,426
Total Other Significant Costs \$ 26,805
Total \$ 42,231

GW Sampling

FOR OFFICIAL USE ONLY

Davis-Monthan AFB FY01 LTM

Date:
December 29, 2000
Prepared by:
Mike Steffensmeier
xxx
xxx
xxx
-

TM	GEO	CHEM	IR
8			
36 90			
\$10			
\$16 \$16			

Notes:

Other Significant Costs

Equipment and Material Costs	L.S. Cost
Sounder	
Decon	
Fee 0%	\$0
Total Equipment & Materials	\$0

Subcontractor Costs	L.S. Cost
Fee 0%	\$0
Total Subcontractor Costs	\$0

Reporting Documentation

FOR OFFICIAL USE ONLY

Contract #DACA31-94-D-0017

Davis-Monthan AFB FY01 LIM

Task5 ERPIMS Deliverable

Date:

December 29, 2000

Prepared by:

Mike Stelfensmeier



100

1

Direct Labor	Rate	Hrs	Cost	%
Principal	\$ 72.17	0	\$ -	0%
SR Project Manager	\$ 53.54	2	\$ 107	1%
Accountant	\$ 1.00	0	\$ -	0%
Senior Tech Reviewer	\$ 1.00	0	\$ -	0%
Chemical Engineer	\$ 1.00	0	\$ -	0%
Chemist	\$ 1.00	0	\$ -	0%
Sr Civil Engineer	\$ 45.14	40	\$ 1,806	18%
Jr Civil Engineer	\$ 27.53	40	\$ 1,101	11%
Ecologist	\$ 1.00	0	\$ -	0%
Environmental Engineer	\$ 1.00	0	\$ -	0%
Estimator	\$ 1.00	0	\$ -	0%
Geochemist	\$ 1.00	0	\$ -	0%
Geologist	\$ 1.00	0	\$ -	0%
Computer Scientist	\$ 29.25	24	\$ 702	7%
Hydrogeologist	\$ 1.00	0	\$ -	0%
Hydrologist	\$ 1.00	0	\$ -	0%
Ind. Hygienist	\$ 1.00	0	\$ -	0%
Industrial Process Eng.	\$ 1.00	0	\$ -	0%
Ordinance Specialist	\$ 1.00	0	\$ -	0%
Paralegal	\$ 1.00	0	\$ -	0%
Photo Interpretation Specialist	\$ 1.00	0	\$ -	0%
Real Estate Attorney	\$ 1.00	0	\$ -	0%
Real Estate Title Specialist	\$ 1.00	0	\$ -	0%
Researcher(Historical)	\$ 1.00	0	\$ -	0%
Researcher (Technical)	\$ 1.00	0	\$ -	0%
Technician/Drafting	\$ 20.35	0	\$ -	0%
Word Processor	\$ 20.35	0	\$ -	0%
Clerical	\$ 16.18	0	\$ -	0%
-	\$ -	0	\$ -	0%
-	\$ -	0	\$ -	0%
Subtotal			\$ 3,716	
Contingency Markup	174%		\$ 6,447	
Total Direct Cost		106	\$ 10,163	

rates Valid March 98

2005 年 12 月 1 日

Other Significant Costs

Office Costs	Rate	No.	Cost
Reproduction	\$ 0.10	100	\$ 10
Binding	\$ 10.00	0	\$ -
Express mail	\$ 25.00	2	\$ 50
Telephone and fax	\$ 10.00	25	\$ 250
Computer Time	\$ 9.00	100	\$ 900
CADD Time	\$ 19.00		\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Fee	0%		\$ -
Total Office Costs			\$ 1,210

Travel & Perdiem	Rate	No.	Cost
Airfare			\$ -
Airfare			\$ -
Airfare			\$ -
Rental Car			\$ -
Mileage	\$ 0.53	0	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Fee	0%		\$ -
Total Travel Cost			\$ -

TM	GEO	CHEM	IH
2			
40			
40			
\$24			

Notes:

Equipment and Material Costs	L.S. Cost
Fee 0%	\$0
Total Equipment & Materials	\$0

Subcontractor Costs	L.S. Cost
Fee 0%	\$0
Total Subcontractor Costs	\$0

Total Direct Labor	\$	10,163
Total Other Significant Costs	\$	1,210
Total	\$	11,373

ERPIMS Deliverable

FOR OFFICIAL USE ONLY

Davis-Monthan AFB FY01 LTM

Date:
December 29, 2000
Prepared by:
Mike Steffensmeier
xxx
xxx
xxx

TM	GEO	CHEM	IH
2			
65			
80			
	10		
	10		
	10		

Notes:

Equipment and Material Costs	L.S. Cost
Fee 0%	\$0
Total Equipment & Materials	\$0

Subcontractor Costs	L.S. Cost
Fee 0%	\$0
Total Subcontractor Costs	\$0

Technical Assistance

FOR OFFICIAL USE ONLY

Contract #DACA31-94-D-0017

Davis-Monthan AFB FY01 LIM

Date:
December 29, 2000
Prepared by:
Mike Stettensmeier
xxx
xxx
xxx
*
*

TM	GEO	CHEM	IH
10			
12			
33			
\$20			

Notes:

Other Significant Costs

[illegible]

Subcontractor Costs	L.S. Cost
Fee 0%	\$0
Total Subcontractor Costs	\$0

Total Direct Labor	\$	8,690
Total Other Significant Costs	\$	1,261
Total	\$	9,951

Project Management

MEMORANDUM FOR: CENWO-CT (Baumert)

SUBJECT: Technical Analysis, Black & Veatch (B&V) Contract Number DACW45-97-D-0010, Project Number ASPR19997005 for Preliminary Assessment/Site Investigation of Multiple Munitions Burial Sites at Avon Park Air Force Range, Florida

1. I have evaluated the proposal submitted by B&V on 6 Dec 00 for the work requested in our scope of November 14, 2000. The proposal is put together and give excellent, detailed breakdown of costs. The proposal costs exceed the Government Cost Estimate(GCE) cost by \$332,934 or about 20% and shows 2,986 more labor hours. There are a number of items which need to be discussed and negotiated with labor hours and the 11% markup/profit on Labor being the major issues. It looks like we should be able to ask for a reduction of hours in a number of areas and I anticipate we should attempt to negotiate a reduction in cost of about \$120,000.

2. I want to start our negotiations with a discussion of assumptions and a review of the total proposal. Again, most of the assumptions are right on. The blend of labor disciplines is a little different from the GCE in the proposal but the average cost per hour is essentially the same, \$78.47, in both documents. I have listed the few areas of negotiation below. If we can address these successfully we can quickly get a revised proposal and move to an award by the end of the month.

- a. The 11% fee or markup that B&V is asking for on labor is higher than I usually see. Although 8 to 9% is expected, I would be happy to see this come down to 10% considering this is on Labor only and we expect to cut labor by over \$100K. This is large dollar delivery order, and mostly a very simple and straight forward project and a high fee is unjustified by either complexity or risk.
- b. The subcontractors costs will pretty much have to be accepted. These rates were all pretty much in line with the GCE except for the Surveying and the Bhate subcontract. We should discuss these subs which are all in Task 4 and may see a reduction in the survey cost. The Bhate cost was not in the GCE but B&V had less hours than the GCE and was able to justify the additional cost of the Bhate employees.
- c. The hours need to be discussed and some reductions asked for on a couple of tasks. The B&V hours were less than the GCE in 3 of the tasks. B&V hours were greater under both of the reporting task, 81 more in Task 2 and 4,395 more in Task 5 (over twice the GCE). The Task 2 hours are OK. We should look at reductions in Task 5 of around 1,200 hours. This could come partially from all disciplines but the Program Manager (100) and QC Manager (100) are the most expensive and also excess. Others would be Chemist (150), Environmental Engineer (200), Hydrogeologist (600), and Ecologist (100). Although separate, reports will be written on 15 sites, a lot of the report content and format should be similar enough that the QC and preparation and review work should be less than shown in the proposal.

- d. Most of the travel cost looks OK with Air fare and Per Diem rates actually lower than the GCE. We should look at getting a monthly rate for van rental for the long field work period instead of the \$70 per day. A monthly rate should be less than \$2000.
- e. OTC costs were again mostly OK. We need to talk about the final SI deliverable coming as a CD to save the huge reproduction and binder cost associated with 14 copies for each of the 15 sites. We might be able to reduce the hard copy number to 3 or 4. This may show a labor and shipping savings also. Also, if we get reductions of 15% in labor in Task 5, we should expect to see a similar reduction in general use workstation costs

3. In conclusion, if B&V will agree to the cuts and reductions discussed above, we should be close to a fair and reasonable price around \$1,820,000 (a 6.2% reduction) and be able to award. Let me know if this is OK, and if you need anything else from me. I can negotiate any time this week. Thanks for your help.



Michael J. Steffensmeier
Senior Project Manager

HTRW Omaha District PRC/PRB
12th / 13th March 01
Agenda

I. FY01 PROGRAM EXECUTION CHARTS (C1-C7) **

II. ISSUES

1. Program Assessments
 - a. Army IRP/BRAC/EQ Program
 - b. Air Force IRP/BRAC/EQ/MAP Program
 - c. FUDS Program
 - d. Superfund Program
 - e. Environmental Support for Others Program
 - f. Omaha Housing Authority (OHA) Support by NWO
2. Brownfields Initiative
3. Small Business Contracting
4. HTRW Contracts
5. Ordnance and Explosives (OE) Program Update
6. Rapid Response
7. HTRW PM SOP Manual

III. PROJECT ISSUES

1. Lowry Bombing & Gunnery Range, CO
2. Camp Hale, Co
3. Shattuck Chemical, CO
4. Sioux Army Depot, NE
5. Ellsworth AFB, SD
6. Twin Cities AAP, MN
7. Former 753rd Radar Station, MI
8. Cornhusker CHAAP, NE
9. Iowa AAP, IA
10. Pueblo Chemical Depot, CO
11. Badger AAP, WI
12. Former Black Hills AD, SD
13. Former Badlands Bombing Range, SD
14. Ft. Carson, CO
15. Former Pole Mountain, WY
16. Former Finland AFS, MN
17. Minot AFB, ND
18. Old Hammerfield, CA

* Items to be reported to the PRB for action

** Items to be reported to the PRB for Information

Omaha District

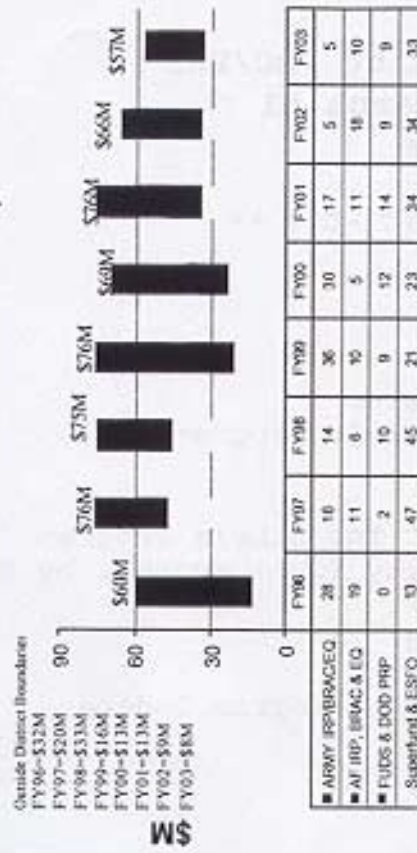
Hazardous, Toxic, and Radioactive Waste Program – FY01

Program Assessment:

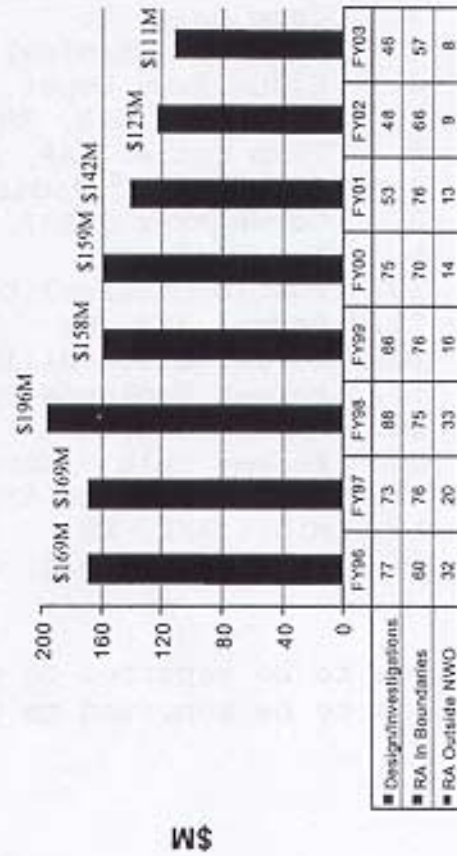
Our latest firm projection for FY01 is \$141.7M. The overall program projection increased \$6.8M from last month due to the reporting of other related FUDS projects. Considering NALEMP projects under development and growth trends in the EQ programs we will probably execute between \$150M and \$155M by the end of September.

Our latest Out-year projections (FY02 thru FY04) will be soon completed and will report at the next PRB.

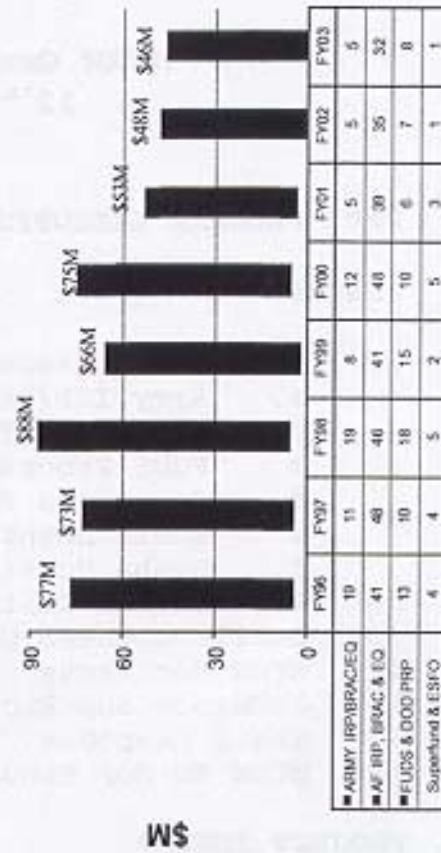
Remedial Actions Workload (Within Construction Boundaries)



Total Program




Design/Investigations Workload




Omaha District

Hazardous, Toxic, and Radioactive Waste Program – FY01

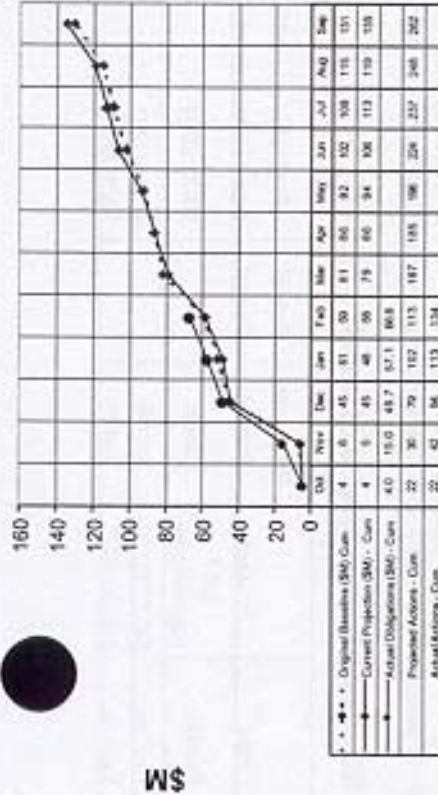
Program Assessment: The total HTRW program is GREEN (115%) through February. Please note that our Charts have been revised to reflect other FUDS related obligations not captured until the end of last FY (see Chart C-6 for more details). As you can see, the RA totals now reflect the Mead and Hastings projects where obligations through February amount to \$5.9M. Future NALEMP dollars and Rapid Response jobs for other Districts will be reported as well.

 Green 90-100 percent of projected quarterly execution

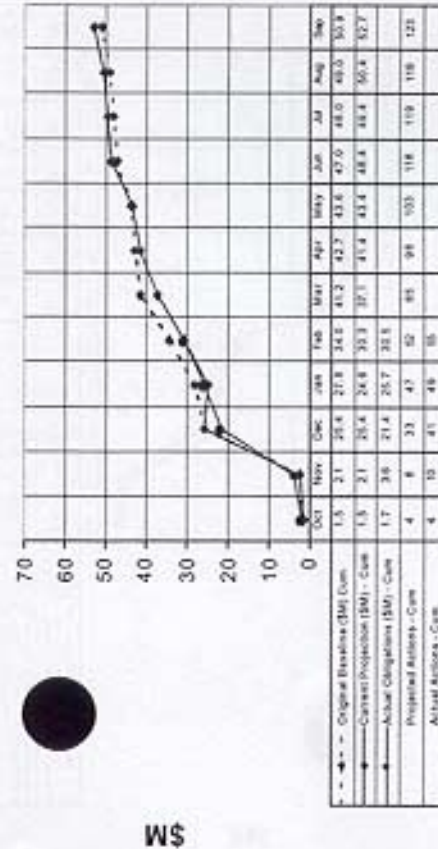
 Yellow 80-90 percent of projected quarterly execution

 Red Less than 80 percent of projected quarterly execution

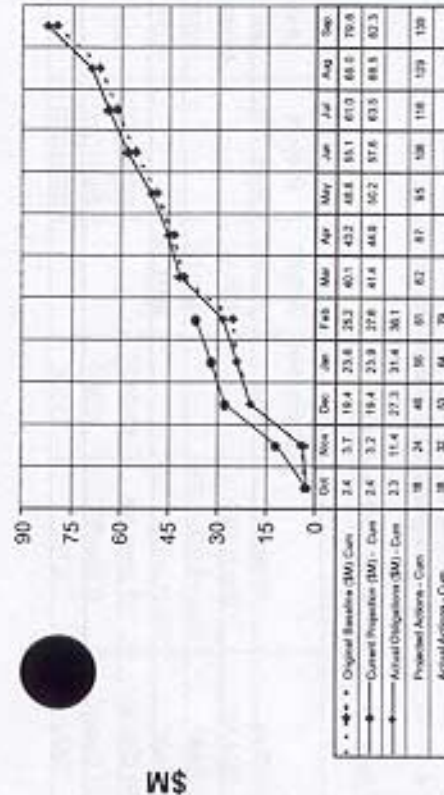
Total HTRW Program



Design/Investigations Total

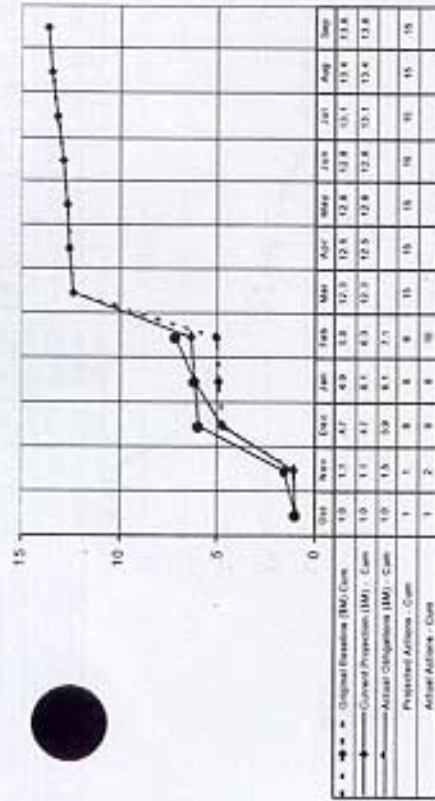


Remedial Actions Total



Omaha District Hazardous, Toxic, and Radioactive Waste Program – FY01

Army ERP



SM

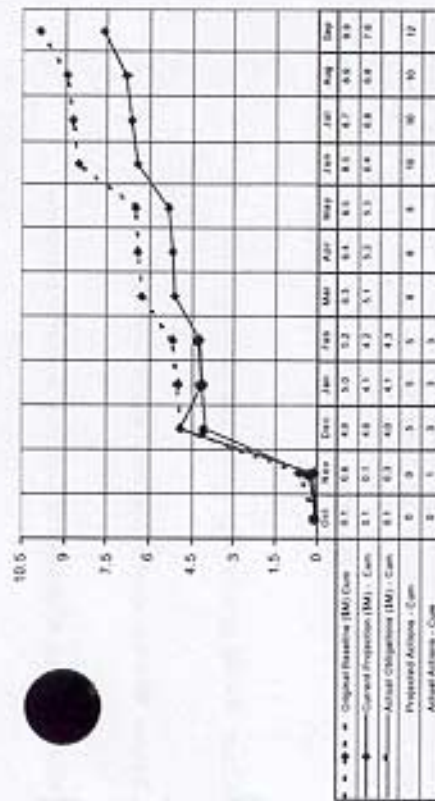
Army ERP

The Army ERP is GREEN (113%). There were three ERP contract awards made in February. Significant awards planned for Second Quarter are listed below.

Key second quarter Army ERP awards

Site	Project	Projected Award	Actual Award	Project Awd. Date	Actual Awd. Date
TCAAP	Site H - RA		\$83.9K		02/09/2001
IAAP	Line I & 800 - RA		\$40.0K		02/27/2001
IAAP	Inert Landfill - RA		\$601.8K		02/27/2001
FLCarson	13 Sites-RA	\$2,280K		03/31/2001	
FLCarson	6 Sites-RD	\$295K		03/31/2001	
CAAP	LTM	\$188K		03/31/2001	

Army BRAC



SM

Army BRAC

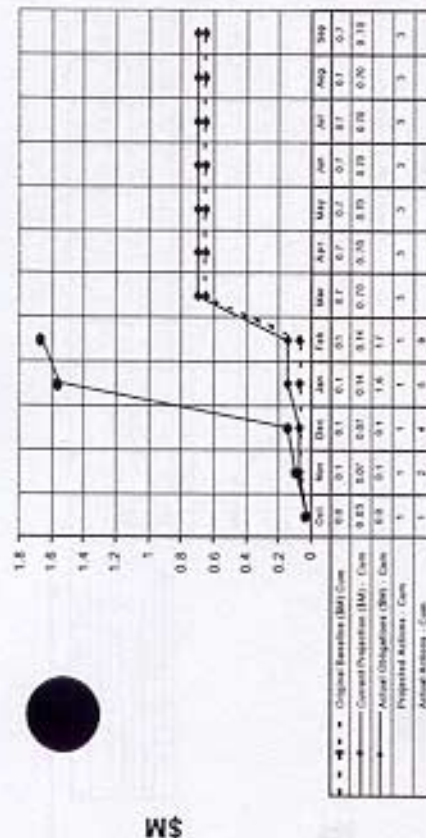
The Army BRAC program is GREEN (102%). There were no BRAC contract awards made in February. Significant awards planned for Second Quarter are listed below.

Key first & second quarter Army BRAC awards

Site	Project	Projected Award	Actual Award	Project Awd. Date	Actual Awd. Date
Pueblo	UST Remediation	\$36K		03/31/2001	
Pueblo	SWT GW 2	\$920K		03/31/2001	
Pueblo	3 Sites RD	\$148K		03/31/2001	

Omaha District Hazardous, Toxic, and Radioactive Waste Program – FY01

Army EQ



Key second quarter Army EQ awards

Site	Project	Projected Award	Actual Award	Project Award Date	Actual Award Date
Battle Creek	Quantalex		\$4.8K		2/28/2001
Anniston AD	Fuel Spill - Rapid Response		\$50.0K		2/1/2001
Anniston AD	Fuel Spill - Rapid Response		\$25K		2/12/2001
FL Carson	9 Various Sites	\$560K		3/31/2001	
FL Carson	Landfill 1	\$45K		3/31/2001	

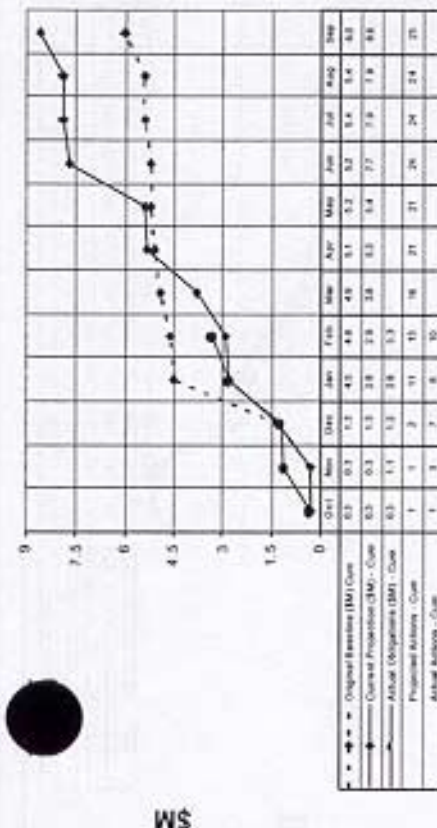
Air Force EQ

The AF EQ program is GREEN for the month of February at 114% of the projected baseline. Traditionally this program has the most growth potential throughout the year since many of the customers seek our services as the year progresses. This program reached the \$10.8M mark last FY and we expect it to reach that amount this year.

Key first quarter Air Force EQ awards

Site	Project	Projected Award	Actual Award	Project Award Date	Actual Award Date
Holman	Multi Protects	\$1.109K	\$1.109K	01/18/2001	01/18/2001
Peterson	Env. Services	\$504K		03/15/2001	

AF EQ

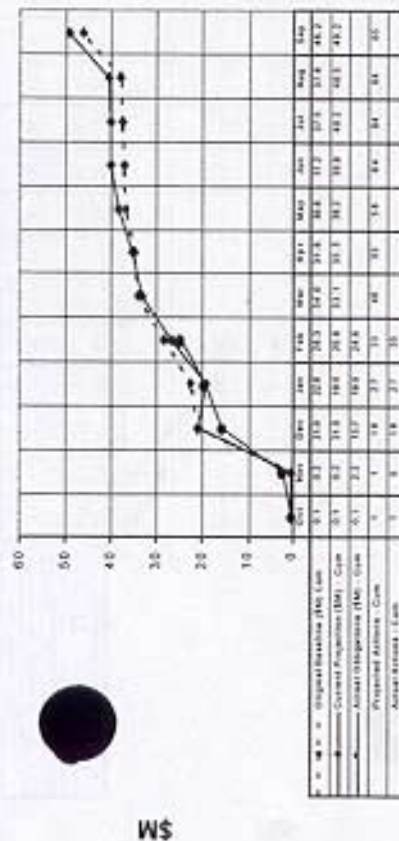


Omaha District Hazardous, Toxic, and Radioactive Waste Program – FY01

Air Force ERP

The Air Force ERP is Green for the month of February at 92% of the projected baseline. The key award at Moody AFB has been moved to the fourth quarter by our customer awaiting fallout funding.

AF ERP



Key first quarter Air Force ERP awards

Site	Project	Projected Award	Actual Award	Project Award Date	Actual Award Date
Moody AFB	IRA FT-07	\$1.388K		02/16/2001	
Minot AFB	RA-O FT-01	\$2.187K		03/30/2001	
Langley AFB	RA-C LF-07	\$1.075K	\$1.075K	03/30/2001	02/20/2001

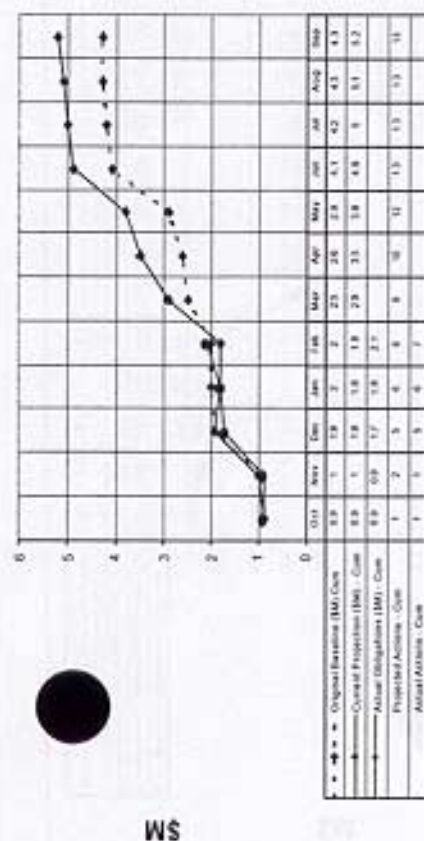
Air Force BRAC

The AF BRAC program is GREEN for the month of February at 117% of the projected baseline. Because there continues to be pressure to get the BRAC bases closed and the potential for two new BRAC rounds, we expect to see the BRAC program to continue to be funded in the coming years.

Key first quarter Air Force BRAC awards

Site	Project	Projected Award	Actual Award	Project Award Date	Actual Award Date
KI Sawyer	BWGW-WW	\$450K		03/30/2001	
Myrtle Beach	LTM	\$300K		03/15/2001	

AF BRAC



Omaha District

FLUIDS

Our FUDS Workplan Program is GREEN (95%) through February. Outlook for the remainder of year is very good.

Key Second quarter FUDS awards

Site	Project	Projected Award	Actual Award	Project Award Date	Actual Award Date
FE Warren S-11	RuFS	\$70K		03/15/2001	
Pickstown AFS	RA	\$27K		03/15/2001	
Watertown AAF	RA	\$20K		03/15/2001	
Olivia POW CP	RA	\$15K		03/15/2001	
Tomah AAF	RA	\$34K		03/15/2001	
Brooks GFA	RA	\$30K		03/15/2001	

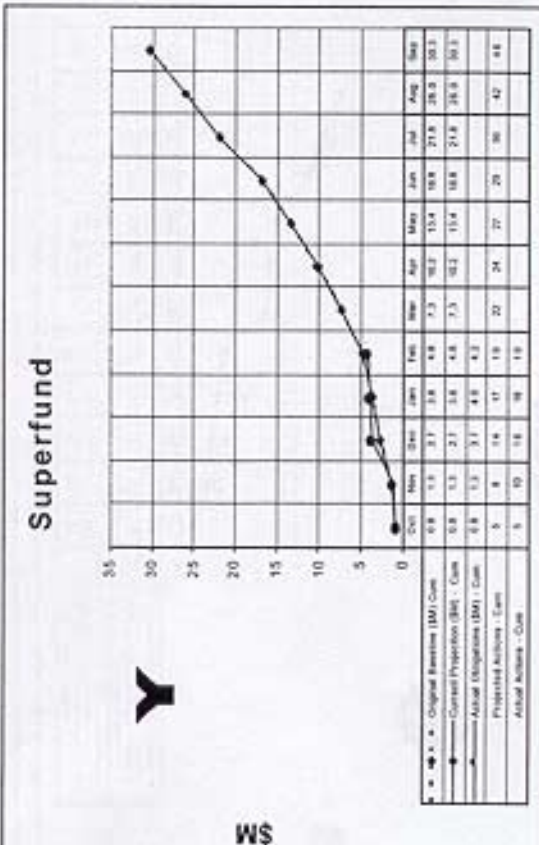
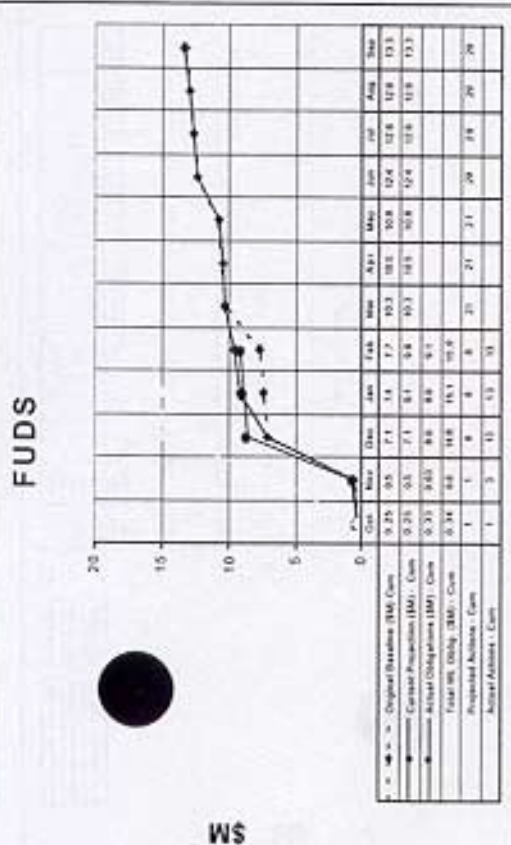
Note: The Work Load (WL) Obligations line (plotted in yellow) contains NALEMP (1/2%), M & S (1%), RD (3%), and RA (95.5%) related dollars in addition to actual workplan obligations (plotted in green).

Superfund

The FY01 Superfund program is yellow this month with 88% of the projected execution total. The District did not experience any missed opportunities for execution. Our execution figures were just lower than expected. Our \$30.3M projection still stands.

Key second quarter Superfund awards

None scheduled.

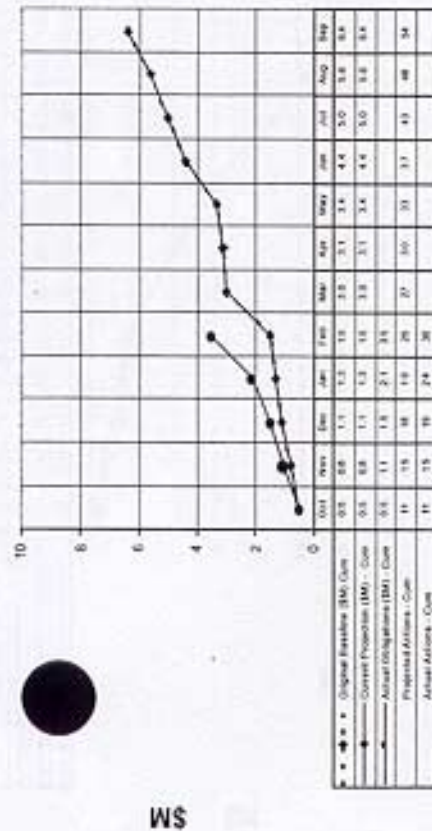


Omaha District Hazardous, Toxic, and Radioactive Waste Program – FY01

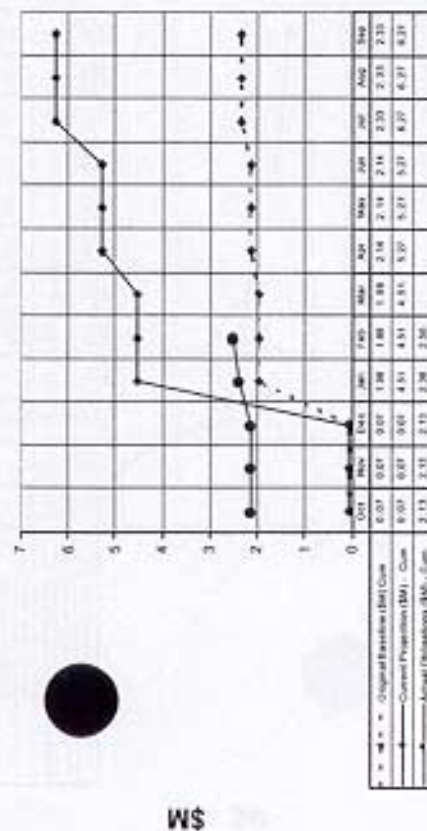
Environmental Support for Others (ESFO)
The ESFO program is GREEN and is projected at \$6.4M.

Key second quarter ESFO awards
None scheduled.

ESFO



SFO



Support for Others (SFO)
This non-HTRW Chart is provided FYI and for NWD use only.

HTRW Omaha District PRC/PRB
12th / 13th March 01

I. FY01 PROGRAM EXECUTION CHARTS (C1-C7) **

The program obligation status charts, which provide details on monthly obligations for each major HTRW program, are included (pp. C1-C7).

II. ISSUES

1. Program Assessments

Detailed Quarterly summary listings of actual/projected FY01 awards for each major HTRW program are provided quarterly and only attached to the Feb, May, Aug and Nov PRB's.

a. Army ERP/BRAC/EQ Program (Christensen)

1) Army ERP Program: During the month of February the Omaha District made three RA contract awards for \$726K for the Army ERP. \$257K was expended for technical support (both in-house labor and S&A).

2) Army BRAC Program: During the month of February the Omaha District did not make any contract awards for the Army BRAC Program. \$86.2K was expended for technical support (both for in-house and S&A).

3) Army EQ Program: During the month of February the Omaha District made one RA and two RD contract awards for \$79.8K for the Army EQ Program. \$43.6K was expended for technical support (both in-house labor and S&A).

b. Air Force ERP/BRAC/EQ (Baker/Reckmeyer)

1) Air Force ERP: During February 01, the Omaha District awarded four study/design projects for \$2.8M, lab support for \$60K, in-house design MAPs update and Offutt LTM for \$13K, two remedial action projects for \$2.0M, and \$0.3M toward RD/RA technical support. The rating for the ERP for the month of February is green with an execution of 92% of baseline projections. FY01 funds of approximately \$3.0 M were received from AMC for Pope AFB and MacDill AFB during the last week of February. This will allow those programs to go forward with awards in the 3rd quarter.

2) Air Force BRAC: During February 01, the Omaha District awarded one study/design project for \$0.2M, and \$0.1M was expended toward RD/RA technical support. The program is green for the month of February at an execution rate of 117% of the baseline projection.

3) Air Force EQ: During February 01, the Omaha District awarded two remedial action projects for \$0.4M, and \$0.1M toward RD/RA technical support. The program is green for the month of February at an execution rate of 114% of the baseline projection.

4) ACC MAPs. The MAP 2000 update for ACC is complete. The Omaha Team will be meeting with John Hopping, HQ ACC during early March 01 to discuss the MAP Update for December 2001 revision. The in-house effort to support the ACC MAPs is approximately \$0.4M.

c. FUDS Program (Dworkin)

1) During the month of February, one unprogrammed contract modification was awarded (Black Hills) which, combined with our in-house expenditures, brought the cumulative FY 01 FUDS obligation total to \$9.1 Million. Adding NALEMP/CA funding, non-workplan project funds, and M&S to the workplan cumulative obligations raises our total obligation figure to \$15.9 million.

2) We received a request from HQ through Division on 6 Mar 01 asking us to identify any third quarter contracts which we could possibly cut from our program for this year. Apparently, a high visibility project in CENAB is in need of additional unprogrammed funds and all the divisions in the country are being asked to provide funding out of their workplans to meet the CENAB need.

3) A special Line Item Review (LIR) is scheduled to be held at MRR during the week of 12 Mar 01. The focus of the meeting is FUDS OE programming data; however, the expected overall purpose of the line item review is to assess programming data inconsistencies on all current and future projects. HQ, MRR and CENWO-HX will be running the meeting. NWK, NWS, and HNC will be in attendance.

4) We have received two additional requests from HQ through Division, both due 16 Mar 01. One asks for an update on our FY 01 workplan. The other requests input for a HQ briefing to DASA/ESOH on expected obligations and contract awards through the end of third quarter, FY 01.

5) We received a call from a GAO auditor late February asking questions about DSMOA/CA issues and state concerns. We received two calls from another GAO auditor in early March concerning FUDSMIS data. All phone calls have been reported to CENWO-IR.

6) A Region 8 Partnering Meeting is scheduled for 18-19 April 2001 at Seattle, WA. This day and a half meeting is one where 3 USACE Districts (SPK, NWS, and NOW) get together with EPA Region 8 and corresponding State representatives to discuss FUDS related issues and try to resolve our differences.

d. Superfund Program (Herring)

During Feb 01, the Omaha District awarded one Remedial Action contract for \$40K, and obligated \$120K to RD/RA technical support.

e. Environmental Support for Others Program (Herring)

1) During Feb 01, the Omaha District awarded six Remedial Action contracts for a total of \$630K, and obligated \$70K for RD/RA technical support.

2) Coast Guard. Thus far this FY01, the Coast Guard has been the District's most active ESFO customer from both a financial and contract action standpoint. As of February, we have executed 26 contract actions for \$2.5M. Typical projects are removal actions associated with sites that store bulk above and below ground fuels.

3) RAMS Program. On 27 Feb 01, NWD postponed the Restoration of Abandoned RAMS Kickoff/SOP Meeting with the Omaha District, so they could work with SPD and POD on draft SOPs and funding issues for the program. SPD is working with HQUSACE to release the funding. Due to funding restraints, NWD requested from the Omaha District to hold off coordination with the State of Montana and the execution of our four identified projects until the program is further defined.

4) National Park Service (NPS). On 27 Feb 01, the District started working with NWD and HQUSACE by reviewing a draft USACE proposal and identifying contractual resources to provide Facility Assessments on 30 NPS nation wide sites. The initial proposal is non-HTRW, but the potential exist that this work could branch into HTRW support services. HQUSACE is planning on meeting with the NPS during mid-March to discuss capabilities and potentially sign a Memorandum of Understanding.

2. Brownfields Initiatives (Heitmann)

a. Gallup and the City of Omaha are proceeding with negotiations and plans for redeveloping Aaron Fehr salvage yard, part of the Miller property, and part of the Municipal Docks area. This may include moving the Missouri River levy behind the development area, and wetland mitigation. Miller property and the Docks are part of the Brownfield Pilot area.

b. A meeting between Mayor Hal Daub and COL Tillotson will be held on 8 Mar 2001 to discuss Corps Civil Works cost sharing programs with the City of Omaha to enhance the Brownfield redevelopment. The movement of the Missouri River levee will also be discussed.

c. A stakeholders meeting was held on 16 Feb 01, to discuss the Phase II Assessment and clean up. The Nebraska voluntary clean up program will be used so that a no further action letter will be issued when remediation is complete. Meetings between the City and Nebraska are being held to clarify the process.

3. Small Business Contracting (Stirts)

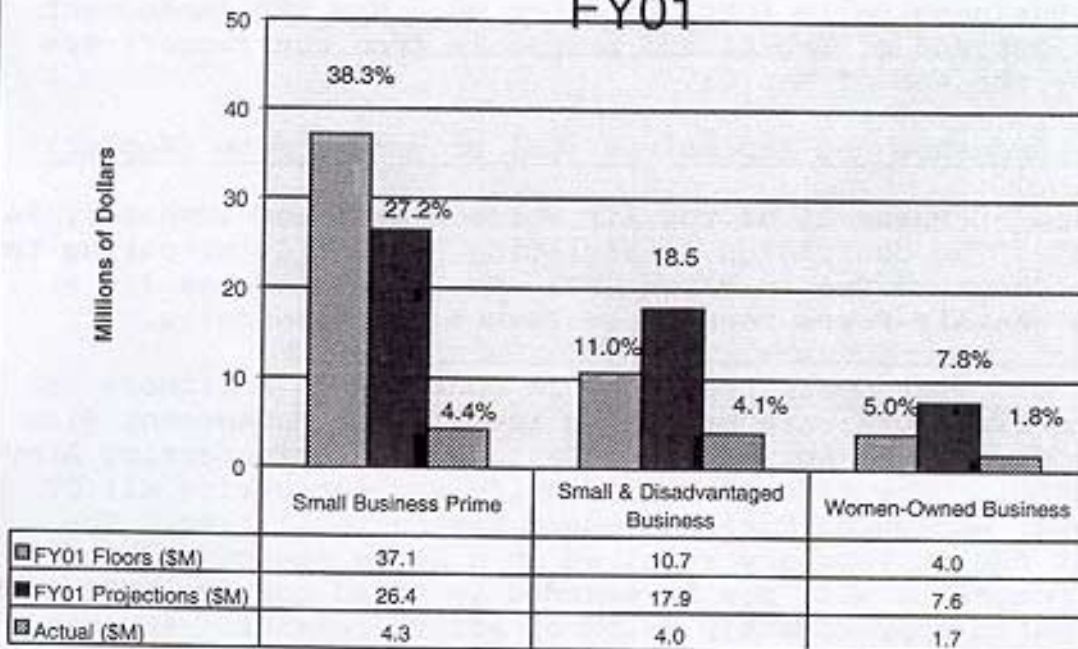
a. During February three projects were awarded for \$720K, bringing our total Actual SB Awards for the year to \$4.3M. Since the last PRB, two new SB project were identified for \$99K. There are thirteen projects scheduled to be awarded in March.

b. The overall FY01 SB award projections are currently expected to reach \$26.4M or 27.2%. Current SDB projections (18.5%) remain well above the 11% floor for the year, and our current Women-Owned SB projections (7.8%) are also above the 5% floor for the year.

c. A detailed listing of the executed FY01 HTRW SB project awards is enclosed (pp. xx).

NWO HTRW Small Business

FY01



4. HTRW Contracts

a. A listing of all current HTRW contracts is enclosed (pp xx-xx).

b. Guaranteed Fixed Price Remediation (GFPR). CENWO issued Request For Proposal (RFP) for Ft Leavenworth, KS on 15 Feb 01. Conducted a site visit/walk thru 26 Feb 01 and held pre-proposal conference 27 Feb 01 in the Kansas City area. Due to some major contractor concerns, the Ft Leavenworth Team pushed back the 21 Mar 01 proposal due date to 8 May 01. The revised proposal due date is intended to accommodate record gathering and several other issues that contractors expressed concern.

c. The Rapid response "8a" procurement is complete with the initial award executed on February 2, 2001. The \$14.9M 8a set aside nationwide contract was awarded to Project Resources Inc, headquartered in San Diego, CA. A "start-up" project has been identified with a second project to follow immediately. The initial project is the "Parawax Refinery removal action" in Oklahoma City, OK, and will be funded under the Oil Pollution Act through USEPA Region 6. The project will be executed in coordination with CESWD. With nearly \$4M in potential obligations already identified for this contract, we

anticipate a fairly aggressive utilization.

d. New HTRW Environmental Services Contract. The new Full and Open Competition \$14.9M contract was published in the Commerce Business Daily (CBD) on 4 Oct 00. New RFP (Amendment Two) went out end of Feb 01 and proposals from contractors are now due by the end of Mar 01.

5. Ordinance and Explosives (OE) Program Update (Kobler)

a. Phase II of the Air Force wide range inventory is on schedule. The contractor is assisting HQ USAF in preparing the report to Congress due in March 2001. The inventory results will also help the Air Force respond to future DOD data calls.

b. The Omaha District, in addition to Baltimore and Sacramento Districts, are preparing the Project Management Plan (PMP) for Closed (on active installations) and Transferring Army ranges (BRAC). The effort will identify and categorize all CT army ranges, excluding National Guard Bureau facilities. The meeting at AEC in February resulted in a scope change and the \$750K in contracts will now be awarded in third quarter FY01. It is anticipated approximately \$3.5M of effort remains. AEC has developed the Army Range Inventory Database (ARID) including all information required by DA and DOD.

c. Omaha and Huntsville now have a signed Memorandum for the Record (MFR) documenting the Huntsville Center support/commitment to mentor Omaha district and assist in reaching Omaha's future goal as an OE design center. A meeting to discuss this was held 28 February 2001 at Huntsville. Omaha will initiate mentoring on Pole Mountain and Armstrong Gunnery Range as the first projects for district execution involving an Engineering Evaluation Cost Analysis (EECA).

d. Omaha district continues to work with Kansas City District to support OE construction support at the Forest Park site in St Louis. Additional Kansas City District OE projects will be reviewed on 13-14 March 2001 at MRR.

e. Omaha District (Little, Kobler) and NWD staff (Nusz) visited Seattle district staff on 25 January 2001 regarding Omaha support as the OE removal district for NWD and the proposed mission expansion into OE designs. Seattle staff was cautiously supportive of the concepts. Seattle OE projects will be reviewed on 13-14 March 2001 at MRR.

6. Rapid Response

a. The Rapid Response Program Office has officially been established under COL Tillotson's signature. The new office is aligned directly under the Chief of Construction, similar to an Area office. The new office symbol is CENWD-CD-RR. We will continue to reside physically at the Fort Crook Area office, however, align directly under the Chief of Construction.

b. The Rapid response Group has completed the paperwork for application for "Center of Expertise" status. The paperwork was signed by COL Tillotson the week of 26 February. We anticipate a fairly streamlined review and approval process at the Division and USACE level.

c. New Projects accepted this month:

1) Montrose Chemical Superfund Site, Torrance, CA, on behalf of USEPA Region 9, in coordination with CESPL.

2) Alark Hard Chrome, Riverside, CA, on behalf of CESPL for USEPA Region 9.

3) Stamford Tire Fire Site, Stamford, TX, CESWD on behalf of USEPA Region 6.

7. HTRW PM SOP Manual (PM - Mike Steffensmeier)

A "Final Draft" was submitted for internal HTRW PPPM Branch review on 5 Feb 01. Comments were received on 16 Feb 01 and are being incorporated into the SOP manual. Completion date is scheduled for 30 Mar 01.

III. PROJECT ISSUES

1. Lowry Bombing & Gunnery Range, CO FUDS (PM - Jerry Hodgson)

a. Monthly meetings with the PMs are ongoing and partnering between the agencies continues to be excellent.

b. The project Management Plan for the site was distributed to the RAB for review and comment at the 15 Nov 00 RAB meeting. Comments from the RAB were received (and are minimal) at the 24 Jan 01 meeting. The final version will be distributed to the RAB at the next meeting on 21 Mar 01.

c. Current clearance activities are being concentrated in the Jeep and Demolition Range. This area was determined to be a high priority to the public in the recent

project prioritization process implemented by the Corps and CDPHE project managers. The Range is a high priority due to the development rapidly encroaching on the area which includes residential and schools.

d. To date there have been three incidents requiring the notification of Tech Escort Unit to positively identify possible CWM items. All items have been determined to be inert and each incident was handled very efficiently and appropriately. All notifications to required parties were made (i.e. local bomb squad, EOD personnel, fire and police departments, HAZMAT team, Omaha Districts PM and PAO, CDPHE, Huntsville). Based on the area we are in and the types of items we are finding it is highly probable that we will continue to find CWM type items and they will be inert training items. Unless the field can "positively" identify the item as inert though, the above process will continue.

2. Camp Hale, CO FUDS (PM - Jerry Hodgson)

a. This project is currently in the ASR phase. During the SI associated with the ASR five live rifle grenades were found which prompted the Forest Service to close approximately 1400 acres of the site (East Fork Valley Area). In addition, in an area adjacent to the closed area a live anti tank mine was found by local hunters. All items were demo'd by Ft. Carson EOD personnel.

b. The 1400 acre closure area affects a popular group camp ground in the east fork valley area, the Colorado Trail and the Continental Divide National Scenic Trail.

c. There is no funding in FY01 for anything except efforts associated with the ongoing ASR/SI. The local stakeholders (Forest Service, CDPHE, 10th Mountain Division Association, Colorado Trail Foundation, etc.) are insisting that the Corps take appropriate actions which will allow them to re-open the trail and east fork valley area his spring/summer. A rough order of magnitude estimate to perform the required surface clearances for these areas is \$250k-\$500k for the trail and \$2.0M-\$2.5M for the entire east fork valley (which includes the trail).

d. On 22 Feb 01, the Forest Supervisor sent COL Tillotson a letter expressing the above concerns.

3. Shattuck Chemical, CO Superfund (PM - Will Bonneau)

a. Omaha District has made award of a modification to complete al Remedial Design activities. Options for a

substantial Pre-Remedial Action effort and Community Involvement support have also been negotiated. These will be awarded as soon as Remedial Action funds are received from USEPA.

b. Efforts to develop the RFP for transportation and disposal (or processing and disposal) are getting up to full speed. The RFP is to be available to bidders by early April. This solicitation is an important small business procurement for the District.

4. Sioux Army Depot, NE FUDS (PM - Cataldo)

a. DDESB has received the ESS and is currently reviewing it. The reviewer has indicated to USATCES and HNC that she will be requesting additional site-specific information to aid in making her recommendation. However, she will be out of the office for two weeks at the end of February and beginning of March. Omaha District has suggested a telephone conference call with all involved to get feedback on what site specific information the reviewer wants. Omaha District stands ready to move out into the field as soon as final approval is given by DDESB on the ESS.

b. PA/SI Phase. Omaha District has completed the installation of five monitoring wells on the site. We will sample the groundwater during the first half of March. Surface soil samples already analyzed show little contamination.

5. Ellsworth AFB, SD AF ERP (PM - Len Havel)

Ellsworth AFB representatives have developed a series of long term requirements to minimize impact of a future fuel spill at the facility; and have asked if Omaha District could implement them as quickly as possible. We have met with Ellsworth AFB personnel and have implemented their request via the TERC contract currently in place. The work has been initiated and is expected to be completed by May 01.

6. Twin Cities AAP, MN Army ERP (PM - Ken Christenson)

a. Groundwater samples collected in February from seven monitoring wells at the Site C Phyto Demonstration Area are all well below action levels (9 ppb lead). Based on this new information, the Army requested approval from the Minnesota Pollution Control Agency (MPCA) to discontinue pumping from the groundwater extraction trench and to postpone the installation of a permanent groundwater treatment system until more data can be collected. In a meeting on 6 March, the MPCA denied approval to discontinue pumping from the trench and said they will notify the Army on 7 March if it is acceptable to delay the installation of the treatment system. This new groundwater data is very

confusing because we are currently pumping water from the extraction trench at lead concentration around 5 ppm and groundwater samples collected from the site in November using direct push sampling methods were at concentrations as high as 1,000 ppm lead. The Army believes that these high lead concentrations are the result of suspended soil particles in the trench and the direct push samples.

b. The Minnesota Pollution Control Agency (MPCA) issued a notice of violation (NOV) to TCAAP in August 2000 due to a release of lead to the groundwater at the Site C Demonstration Area. The release was caused by the use of EDTA for phytoremediation technology demonstration project that was performed by the Army Environmental Center (AEC). The NOV defines a schedule and specific corrective actions that the Army must take to investigate and remediate the site.

7. Former 753rd Radar Station, MI FUDS (PM - John Cataldo)

a. We have responded to the review comments from the State of Michigan DEQ. No changes will be required on the document. A copy of the RI/FS was sent to the public repository at the beginning of March.

b. On 13 Mar 01, Public Affairs and the Project Manager will hold a public availability meeting in Sault Ste. Marie. This meeting will afford the public the opportunity to meet with the Omaha District Project Team. The team will be available to answer any questions about the project. Fact sheets and invitations about the project and meeting will be sent out prior the meeting.

8. Cornhusker Army Ammunition Plant, NE Army IRP (PM - Al Kam)

a. OUI Groundwater Treatment Plant: A public meeting for the Revised Proposed Plan to amend the OUI ROD was rescheduled for 1 March 01 due to NDEQ and EPA stipulations for Army enforcement of "institutional controls" other than restrictive covenants. Local controls will be in place by the city (building ordinances/permits) and county (zoning) in coordination with USACE/CHAAP. The CENWO-CX (Ann Wright) recommended the utilization of "negative easements" for portions of the contaminated plume under CHAAP tracts for public sale. NDEQ and EPA agree on the Army taking responsibility for its real estate. Pending approval by the AMC Office of Counsel, the amended ROD may be signed in June. If AMC refuses to accept "negative easement" on-site to restrict the installation of potable wells as being protective of human health, (1) tracts over the contaminated plume may not be approved for sale by EPA

or (2) tracts may require dissection (clean from contaminated) and continued Army maintenance until the water treatment plant ceases operation (20-years).

b. The combined OU1 LTO & LTM and OU3 and OU5. Omaha District is scheduled to utilize CENWK MARC regional contract (HydroGeoLogic) in calendar years 02-04 at an estimated cost of \$1.4M per year. The scope will be sent to CENWK in June for negotiation in July-August and award in mid-December.

c. All OSC contracts (MKM) for explosive safety actions have been terminated with contractor demob completed on 25 Jan 01 due to pending AMC to USACE management transfer. Continuation of future work under OSC is very limited due to decreasing industrial lease funds as real estate tracts are sold.

d. Excessing of Property: Environmental restoration input continues to identify funding requirements under ER,A and requirement for other sources of funds (OM,A; industrial leases, tract sales) for explosive safety actions, pistol range and Load Line ASTs (\$10.5M). Innovative and accelerated sale of CHAAP as requested by HQUSACE is wholly dependent upon timely funding consistent with estimates provided in the Transfer and Disposal Plan.

9. Iowa AAP, IA (IAAAP) Army ERP (PMS-Kevin Howe/Al Kam)

a. One contract action (\$641K) was awarded in February 2001. This contract was originally planned for January award, but was significantly delayed by late arrival of funding.

b. Changes in staff at HQ-OSC appear to have significantly slowed the processing of funding requests and have produced questions and discussions about CENWO's in-house and S&A costs for execution of IAAAP's IRP program. HQ-OSC has stated that they do not want to pay the standard 8% S&A rate for all IRP projects and that they may wish to negotiate lower rates at IAAAP. This S&A rate issue has been elevated to an IRP program level for resolution. It has also become more difficult to obtain adequate IRP funding for required in-house and contract efforts.

c. Recent changes to the "official" (HQ-OSC) FY01 Obligation Plan for IAAAP are not currently reflected in the 2nd Qtr FY01 CMR projections provided to CENWD/HQ-USACE. As a result, 2nd Qtr FY01 obligations for IAAAP are not likely to meet 2nd Qtr Projections. However, obligations for IAAAP are currently expected to meet customer goals.

d. In-house CENWO staff continue to work with a CENWO PRAC contractor (CAPE) to perform bench-scale treatability tests

for the treatment of 5,000-7,000 cubic yards of soil from the West Burn Pads Landfill [WBPLF] site. This soil, now stockpiled at the Inert Landfill site, is heavily contaminated with metals and explosives. Assuming adequate funding is available for a required contract modification, this soil is currently scheduled to be treated during the 2001 construction season.

e. Field work for Phase 4 of the Off-Site Groundwater Investigation project is tentatively planned to begin on 3/12/01, subject to final regulatory approval of workplans and receipt of remaining real estate right-of-entry (ROE) documents. Late adjustments to the workplan are currently being made due to a recent ROE problem with one property owner. Field work is expected to take approximately one month to complete. Public, political, and regulatory interest remains high regarding Army contamination that has impacted groundwater and surface water beyond IAAAP boundaries.

f. Interest remains very high regarding actual/potential radiological and chemical contamination from on-site activities of the former Atomic Energy Commission. The recent discovery of chunks of depleted uranium (DU) at the FS-12 firing site has resulted in special interest. CENWO, CEMVS, & CEMVR (jointly) continue to work on the collection and interpretation of available historical information necessary to plan future field efforts. CEMVS/CEMVR have issued a "working draft" of a FUSRAP Preliminary Assessment (PA) report. CEMVS has recently received FUSRAP funding for a limited radiological survey of the FS-12 and FS-6 Firing Site areas and is currently preparing a scope of work for that effort. Field work for this radiological survey is tentatively planned for April 2001. CENWO's contractor (TN&A) has prepared a preliminary draft of a more comprehensive sampling plan for the Line 1 and Firing Site areas, to include all contaminants of concern (i.e., chemical and radiological). With consideration for overlapping IRP & FUSRAP responsibilities and respective funding availability, it remains to be determined how future project efforts will be funded/executed. However, IAAAP and HQ-OSC clearly wish FUSRAP to be a major "bill-payer" for FUSRAP-eligible efforts.

g. CENWO staff is scheduled to provide a status briefing regarding ongoing IRP & FUSRAP project activities at the 3/15/01 RAB meeting.

10. Pueblo Chemical Depot, CO Army BRAC (PMs - Missy Holland/Jerome Stolinski)

a. Explosives contaminated soil composting: Composting of 29,184 c.y. of explosives contaminated soil is approximately 80% complete and is ahead of schedule. This project

is projected to be complete by June-01. The Army is planning to place the composted soil onsite pending approval from the State of Colorado. Both the composting and the offsite TNT plume are associated with same site (SMWU 17).

b. Offsite explosive contaminated groundwater: As the result of the identification of an explosive contaminated groundwater plume, which has migrated offsite from the facility, the State of Colorado has issued a compliance order requiring that a remediation system be in place and operating by June 2001 and the offsite migration be halted at the facility boundary by June 2002. The Omaha District was hired to produce a 60% Design of a Central Pump and Treat System. In December 2000 AMC and AEC decided that a Decentralized Well Head Treatment System would be less expensive and allow the Army to shut off parts of the plant as they meet compliance. Pueblo awarded a contract to URS for approximately \$4.1M on 21 February 2001. The Omaha District has serious doubts whether URS will be able to meet the June 2001 compliance date. There are also doubts whether this system will offer any advantages to the Army with respect to flexibility and cost. All parties are aware of the possibilities of facing compliance order fines in June 2001 and 2002. At this point, the design and the construction of this system is not a USACE responsibility.

c. Insitu technologies are being looked into by the Omaha District/PCD to allow the groundwater treatment system to shut down as soon as possible to minimize O&M costs. The insitu technologies of Hydrogen Releasing Compound (HRC) and Chemical Oxidation have been Bench Scaled and field tested at the Depot. To date Chemical Oxidation is not working and HRC data is very promising. A project to fund an insitu system for the TNT plume will be awarded 4th quarter FY01.

11. Badger AAP, WI (BAAP) Army IRP (PMs - Deb Kobler/Hector Santiago)

a. The Omaha District's staff continues to successfully execute interim actions in the Deterrent and Propellant Burning Grounds of BAAP. These efforts have reduced the cost of cleanup from approximately \$180 million to \$18 million and resulted in community acceptance, agency approvals and extreme customer satisfaction. The bioremediation effort at the Propellant Burning Ground continues into full-scale implementation. This concept is being briefed at several conferences in 2001 as a state of the art application of biotreatment of explosives.

b. Remediation efforts at Grubber's Grove Bay is anticipated to begin March 2001. Omaha district/Stone and Webster continues to offer exceptional support to make this happen. Coordination with over twelve agency regulatory authorities in

addition to extensive Right of Access authorities have been necessary to make this remediation happen. Mobilization is expected March 2001.

c. Omaha district has recently been approved by Dave Fordham, commander's representative to begin preparations for remediation at the Ballistics Pond- a new site at the BAAP. Fordham expressed strong confidence in Omaha districts innovative and "State of the Art" approaches to remediation.

d. A plus-up to the ESTCP budget of \$350,000 has been approved in FY01 per Senator Kohl's initiative to fund Badger's technology demonstration for building decontamination/demolition. Omaha district has been contacted by ESTCP to write a proposal for this funding. This initiative is directly related to the ESTCP proposal drafted by Omaha district (for OSC submission) in April 2000. Funding will be released to OSC for Omaha district execution as soon as the proposal is approved by ESTCP

12. Former Black Hills Army Depot, SD FUDS (PMs - Deb Kobler/Linda Wagner)

a. Monthly conference calls with the PMs have been ongoing since July 1999 and partnering between the agencies is beginning to breakdown. State is declining to participate in March call.

b. The Rapid Response contractor (IT) has completed the search for an alternate disposal facility for the treated chromium contaminated soil. Although some details are pending, arrangements are being made to relocate the soils from the Rapid City landfill to the alternate landfill disposal facility before the end of this month, as promised. The alternate landfill is privately owned by a large commercial waste management company that routinely receives this type of waste. It is estimated the cost to move the soil from the Rapid City Landfill to the new location is estimated at \$32K. This cost is 40-65% higher than it would have been to relocate the soils to the landfill near Chadron, NE.

The new prices for the total project (approx. 15,000cu) are estimated to be 20-40% higher than the prices once offered to move the waste from Igloo, SD to Chadron, NE and twice the original cost of sending soils from Igloo to the Rapid City landfill. Cost ranges are due to the use of multiple trucking companies. There will not be any further disposal of soil until additional funds are received. It is estimated that current obligated funds will be adequate to treat all of the remaining contaminated soil at the site but no funds are available for disposal.

c. We are currently preparing a fact sheet about this soil treatment project and related contaminants to help dispel rumors and misinformation provided to the public and the disposal facilities by Ms. Henderson. This fact sheet will be ready for distribution by March 9th for all RAB members, EPA, State, and Technical Outreach Services to Communities.

d. Funding has been programmed this fiscal year to continue investigation of Burning Grounds 1 and 2 for an Erosion Control Team. This effort involves repair of erosion where metallic debris (assorted ordnance-related and scrap metal objects) have been buried. Erosion of the overlying soils has exposed these materials in certain areas. Plans are for a temporary repair (Phase 1) and a long-term repair that will require periodic inspection and maintenance (Phase 2). This team will comprise multi-agencies (USACE from Omaha and Huntsville, State of South Dakota, US Forest Service, EPA, Technical Outreach Services to Communities [TOSC], Soil Conservation Service, and the South Dakota School of Mines and Technology).

e. Funding have also been programmed this fiscal year for long-term monitoring of groundwater at selected depot support sites, including UST locations. Long-term monitoring at the sites will support closure of the UST sites under South Dakota regulatory requirements. This effort will be performed in-house and involves preparation of work plans, collection of groundwater samples in May 01 and August 01, and analysis of groundwater samples at CQAB lab. Reporting will occur following receipt of analytical results.

13. Former Badlands Bombing Range, SD FUDS (PMs Engelbart/Slattery)

a. HTRW. Joe Slattery, and his environmental technical team, have continued to hold conference calls with EPA and the State of South Dakota on standardizing the background sampling procedures. We have had limited success in our efforts to have the EPA Region 8 develop a proposal for the procedures. The State of SD seems to be an active player and partner but EPA continues to be a passive but critical player during conversations and the effort continues to fall back on the Omaha District Corps.

b. Mentoring Badlands Bombing Range Project Office. Our contractor continues to work in the BBRPO project office with the OST developing SOP's and manuals for the BBRPO to utilize. The contract will soon end and implementation by the OST of these procedures does not seem to be apparent.

c. 2001 Cooperative Agreement. We have received a quarterly report for the last quarter (Oct-Dec) from the Oglala Sioux Tribe. We may not release any more funds until products are brought up to date and the previous quarterly report gets submitted.

d. OE. Kirk Engelbart attended an EE/CA Board review meeting in HNC on the 9 Feb. 01. The phase one EECA (3 Sectors of 29) has a proposed Removal Action cost of \$ 76 Million. No individual project funding levels, of this magnitude, are in the FUDs program for the next 10 years. The consensus of the "HNC Board" was to minimize removal action efforts, delete the phrases using "remediation" and "risk". The public draft should still be out in March prior to the next RAB.

14. Ft. Carson, CO Army ERP (PM. Linda White)

a. Work continues on the relocation of Landfill 6, an abandoned landfill located at the west side of the Cantonment Area near base housing. This 12-acre landfill is being relocated to promote the Army's concern with moral and welfare by providing maximum end use for recreation at the site. The new gas line has been successfully installed. Work is ongoing on the new underground utility lines. Trash is being removed along with the old gas line. With no further delays for weather, the trash removal should be complete on March 16, 2001. The following week will be used for final site cleanup and demob.

b. The portable SVE unit has been installed on the source area of the North Specker plume. Working on scheduling a media day as a follow-up to an earlier TV news story.

15. Former Pole Mountain, MT FUDS (PM - John Miller)

a. The Army General Counsel has not responded to the request by Wyoming DEQ for participation in the State of Wyoming's Voluntary Remediation Program (VRP), but work on the additional investigations is continuing. A meeting is scheduled for 28 Mar 01 with WYDEQ, the EPA and the Forest Service for review of the "Draft" Scope of Services.

b. A decision to allow CENWO to take the lead on Pole Mountain as a Pilot O-E project was approved by CEHNC at the 28 Feb 01 Partnering meeting in Huntsville, AL. A third quarter award for additional investigations to supplement the EE/CA is scheduled. CENWO will use an existing CEHNC contract and have the lead in developing scope of services, estimating, negotiating the delivery order and managing the delivery order. CEHNC will maintain Contracting Officer authority of their contract and will review CENWO prepared scope of services, schedule and approval of necessary Safety Plans. This is a very important step in CENWO

becoming an O-E design center.

16. Former Finland AFS, MN FUDS (PM - John Miller)

a. The State of Minnesota Pollution Control Agency (MPCA) has not agreed to the CENWO proposal to modify the Interim Removal Action (IRA) for the removal of PCB contaminated soils from locations at scattered sites and at the Road Cut Dump (RCD) and to redesign the dump cap to a soil cover. MPCA has counter-proposed that the RCD be included in the MPCA Closed Landfill Program. That would require hauling the entire dump to a landfill, which has already been determined as not cost effective. It is also not clear whether the RCD qualifies under the program.

b. The statistical analysis discussed in the 17 Jan 01 meeting will cost \$7,000 and take at least two weeks to complete. It is still not certain that it will satisfy the MPCA that the dump is adequately characterized. The position of the CENWO project team is that the data in the PA/SI and RI is adequate to characterize the waste and that the CENWO proposal is the best solution. A letter to MPCA is being drafted re-stating the proposal and the supporting rationale based on the completed RI. The letter also points out that there is no more time to negotiate on the RCD if any work is to be done this season. If the proposal is not acceptable to MPCA, the letter recommends that the existing contract be modified to remove the PCB soils and remove the UST and defer work on the RCD until a mutually agreeable solution can be achieved.

17. Minot AFB, ND AF ERP (PM - Jeff Skog)

a. Phase III of the Remedial Action for the Fire Protection Training Area (FT-01) has been sent to the 8(a) Joint Venture, and their proposal was received on 2 March 2001. The proposal is just under the government estimate, and a Technical Analysis is being prepared to document any questions or concerns to be addressed during negotiations. Funding has been received at CENWO for award of the contract. Key items that may cause delay of the award by end of 2nd Quarter FY01 are:

1) Contracting Division is scheduled to move to their new location starting 14 Mar 01.

2) The Contracting Specialist is scheduled for training during the entire week of 19 Mar 01.

3) DCAA audit has to be completed prior to award of the contract.

4) Potential tri-party agreement between 8(a) Joint venture, Small Business Administration (SBA) and CENWO.

Negotiations and award of the remedial action are currently scheduled for completion on 22 Mar 01.

b. A one-year extension of the long-term monitoring project at the Bulk Fuel Storage Area (SS-09) was awarded on 29 Dec 00, and will start this summer at Minot AFB

18. Old Hammer Field (OHF), CA FUDS (PM- Larry Wagner)

a. PRP Negotiations. Settlement proceedings have broken off. The other two Potential Responsible Parties, Boeing and City of Fresno, CA, are demanding interest, in addition to the \$15 million paid up-front by the U.S. Government. (This provision was not written as part of the settlement conditions as recorded on 6 Nov 00). There is concern that the U.S. Government will potentially pay for 100% of the clean-up costs under this proposed agreement. USACE is recommending to DOJ that the mediation arbiter generate his written opinion. A settlement is unlikely before May 01.

b. Hiring Professional PM Firm. The Old Hammer Field Steering Committee (OHFSC) is delaying the selection of a PM Firm until the settlement is in place.

c. Area 13 (NOV). Progress on the Notice of Violation (NOV) action continues with CENWO's contractor, HydroGeoLogic finalizing the interview report with Mr. Richard Keith, eyewitness to debris burial activities. Because he worked for North American Aviation (NAA) during the time of the TCE release, he could be an important witness regarding vapor degreasers and/or use of TCE. His testimony could change the evidence of likely TCE releases by PRPs other than the U.S. Government. Sacramento District will help CENWO secure property access with landowners of suspected debris burial locations. HydroGeoLogic is starting preparations of work plans during the week of 12 Mar 01.

d. State Oversight. OHFSC met with the State of California on 14-15 Feb 01 to finalize a schedule and clarify Health Risk issues. A 1 Mar 01 State of California letter approves the RI Report with the understanding that data gaps will be addressed regarding the down gradient delineation of the groundwater plume. The State of California is imposing more oversight criteria for installation of wells, corresponding boring logs, and sampling data. The State is citing the discovery of vinyl chloride for additional analysis and reporting.

e. Trigger Levels for TCE plume. OHFSC has proposed to the State of California that a 2.3 ppb average of TCE (1 in 1 million cancer risk over 30 years) be used as the trigger for committee action after 6 months of monitoring once an initial 2.3 level has been discovered. If this threshold is reached, then a process to address the contamination will begin. This is premised to provide enough time to have a solution, under the

Contingency Plan, in place before a 5.0 ppb (MCL) level is reached - whereby adequately protecting human health. Residential wells will be replaced as soon as TCE detections are confirmed with a second sample. State of California is reviewing proposal and will develop an official response

f. Barkman Well System. OHFSC continues to develop an agreement with Bakman to address TCE contamination in his system if levels reach a level requiring action to protect or to provide an alternative source. No agreement has been established yet. Bakman is concerned about certain protections and guarantees. While his conditions have not been fully satisfied, we appear to be close.

g. Public Participation. USACE received message from State of California on 21 Feb 01 requesting electronic version of draft, project Fact Sheet for a more expansive internal review. USACE is awaiting a response from State of California for further discussion and recommended changes.

CUSTOMER SATISFACTION SURVEY
HTRW PROGRAMS - 2001
U.S. ARMY CORPS OF ENGINEERS

We at the Omaha District are committed to improving service to our customers and would like to know how well we are doing. Please rate your **Level of Satisfaction** with our performance over the past twelve months. **Your straightforward** answers will help us identify areas needing improvement. For assistance of any type please call Doug Plack at 402-221-7700 or Miguel Cintron at 402-221-7705. Our FAX number is 402-221-7838. **Thank you for your cooperation.**

SECTION 1 -- OVERALL SATISFACTION

Please mark *Not Applicable* (N/A) for any questions that do not apply to your organization.
 Please mark your **LEVEL** of satisfaction.

	The Omaha District	Satisfaction					
		Low				High	
1	Seeks your Requirements	1	2	3	4	5	N/A
2	Manages Your Projects/Programs Effectively	1	2	3	4	5	N/A
3	Treats You as an Important Member of the Team	1	2	3	4	5	N/A
4	Resolves Your Concerns	1	2	3	4	5	N/A
5	Provides Timely Services	1	2	3	4	5	N/A
6	Delivers Quality Products and Services	1	2	3	4	5	N/A
7	Delivers Products and Services at Reasonable Cost	1	2	3	4	5	N/A
8	Displays Flexibility in Responding to Your Needs	1	2	3	4	5	N/A
9	Keeps You Informed	1	2	3	4	5	N/A
10	Would be Your Choice for Future Projects/Services	1	2	3	4	5	N/A
11	Your OVERALL Level of Customer Satisfaction	1	2	3	4	5	N/A

PLEASE FINISH THIS SURVEY ON THE NEXT PAGE AND GIVE US ANY COMMENTS AND/OR SUGGESTIONS FOR HOW WE CAN IMPROVE.

NOTE: Data from this questionnaire will be used by the District to improve service. Information will also be tabulated for statistical purposes. Respondents will not be identified by name or organization in the USACE statistical reports.

2001 CUSTOMER SATISFACTION SURVEY, USACE -- HTRW PROGRAMS

SECTION 2 -- SPECIFIC SERVICES AND PRODUCTS

How satisfied are you with how the Omaha District has performed these specific project tasks in the last 12 months? Please mark *Not Applicable* (N/A) for questions that do not apply to your organization.

Please mark your LEVEL of Satisfaction

	The Omaha District's Performance in:	Satisfaction					
		Low			High		
12	Programming Assistance	1	2	3	4	5	N/A
13	Studies and Investigations	1	2	3	4	5	N/A
14	Surveys and Community Relations Support	1	2	3	4	5	N/A
15	Compliance or O&M Support	1	2	3	4	5	N/A
16	Base Realignment and Closure Support	1	2	3	4	5	N/A
17	Real Estate Services (e.g. Acquisition, Disposal, Leasing)	1	2	3	4	5	N/A
18	Project Management Services	1	2	3	4	5	N/A
19	Project Documentation (MAPS, correspondence, etc.)	1	2	3	4	5	N/A
20	Funds Management and Cost Accounting	1	2	3	4	5	N/A
21	Architect-Engineer Contracts	1	2	3	4	5	N/A
22	Quality of Investigations and Reports	1	2	3	4	5	N/A
23	Purchase Orders and Small Purchases Support	1	2	3	4	5	N/A
24	Remedial Action Quality	1	2	3	4	5	N/A
25	Timely Completion of Remedial Actions	1	2	3	4	5	N/A
26	Cost Reimbursable Contract Support (TERC, PRAC, etc.)	1	2	3	4	5	N/A
27	Post Project Completion Support	1	2	3	4	5	N/A
28	User Satisfaction with Product	1	2	3	4	5	N/A
29	Maintainability of System/Remedial Action Projects	1	2	3	4	5	N/A
30	Program Support	1	2	3	4	5	N/A
	Optional Question #1	1	2	3	4	5	N/A
	Optional Question #2	1	2	3	4	5	N/A

SECTION 3 -- NARRATIVE COMMENTS

COMMENTS / SUGGESTIONS:

INFORMATION ABOUT YOU:

Installation/Base Name: _____

Your Name and Title: _____

Your Office Telephone No.: () _____

Would you like us to contact you? Yes _____ No _____

Please fold this form and drop it in the mail using the prestamped envelope, or FAX it to
Doug Plack, Fax No. (402) 221-7838. Thanks

Customer Survey, ATTN: Doug Plack
Omaha District, Corps of Engineers (CENWO-PM-H)
2 Central Park Plaza, 9th Floor South Tower
222 South 15th Street
Omaha, NE 68102-4978

MEMORANDUM THRU CENWO-PM-H (Little, Cintron, Plack)

SUBJECT: Meeting Report, HNC/NWO OE Partnering Meeting

1. INTRODUCTION:

- A. Trip Date: 28 February 2001
- B. Location: Huntsville Alabama/ OE-CX offices
- C. Purpose: To discuss the expansion of the Ordnance and Explosives (OE) mission for Omaha district
- D. Attendees:
Omaha District-J.D. Kobler, Doug Plack, Cheryl Davis, Roger Stormo, Bruce Little, John Miller, Randy Peterson
Huntsville Center- David Douthat, Carol Youkey, Toni Hamley, Wayne Galloway, John Potter, Bud Morgan, Glen Earhart, Bill Sargent.

2. SUMMARY/BACKGROUND:

Omaha district intends on expanding its role in the OE mission within Northwest division boundaries. As of the end of 2000, Omaha district recruited three OE safety specialists. In December of 1999, Omaha District submitted a self-certification package for OE execution capabilities including the Total Environmental Restoration Contracts (TERC) and Rapid Response (RR) contracts to the HNC center. An initial partnering meeting was held with the Huntsville center in Omaha on 12 May 2000. Since that time, a Memoranda of Agreement was also submitted to HNC and finalized on 22 August 2000 designating Omaha district as the NWD OE removal district. In November 2000, a memorandum for record was signed by Doug Plack and David Douthat outlining expectations for Omaha district to evolve into an OE design center. Omaha district and NWD staff continues to acknowledge Huntsville's role as mentor in the expansion of the Omaha district mission into OE design projects.

3. DISCUSSION: see agenda (attachment 1)

A. Introduction.

After everyone introduced himself or herself, Douthat and Plack stated that some important and significant changes have occurred from a couple months ago. We all now understand the HNC commander's plans, and views, and the mentoring plan (now final) is the focus of this understanding. The mentoring plan that was provided Omaha gives better direction and helps Omaha lay out strategies for OE work. Expectations are this meeting will result in an understanding of roles and responsibilities and those efforts will move forward subsequent to the meeting. This

meeting is the next step in laying out tasks for pilot projects.

B. HNC Mentoring Plan

HNC staff discussed the final Mentoring plan and the process. The final Mentoring Plan is a broad plan that includes all the differing pieces of project execution that HNC felt was needed. They remain open to enhancements of the plan.

C. Omaha Mentoring Plan

Omaha staff noted they would take the lead and perform a gap analysis, or assessment of areas where Omaha needs to strengthen per the mentoring plan. Omaha does not assume it is at "ground zero" in its own preliminary assessment and wants/needs opportunities to go beyond training, into project execution, with HNC oversight. To meet these gap areas it is proposed dual teams execute a few pilot projects. Omaha will identify key teams and use these as nucleus mentoring groups for others within the district. Roger Stormo will act as lead on this effort.

D. HNC Training Modules

HNC stated that a gap analysis alone is not sufficient; and further indicated that "additional" things are needed- a list exists outlining these additional things will be provided Omaha staff. Technical Project Planning Data Quality Objectives (TPP DQO) amended for OE is an example of the "additional" requirements to be provided. HNC is developing minimal training in functional OE areas. HNC assumes these training modules will assure consistency across the corps with executing OE projects. HNC will travel to the field to train.

E. Pole Mountain- Introduction.

Discussions ensued on the Pole Mountain Project. A preliminary EECA is done. At issue with the State agency (Wyoming) is the Voluntary Remediation Program (VRP). The agency wants the Corps to participate in the voluntary program or it must clean up the site to "Unrestricted Use".

This is now applied to HTRW and will subsequently be applied to OE. Office of Counsel at HQUSACE has been contacted for an opinion on this. For now, no final remediation is allowed with institutional controls unless you are participant in the VRP. \$850,000 is programmed for Pole mountain in FY01 to complete the EECA. WY is receptive to additional investigative work. The problem of deciding to perform OE removal is postponed for now. If DOD OC says "no" to the VRP, and as long as a removal is not called a final remedy, things should be O.K. A possible solution may be that Action Memoranda will name the fix as an Interim Removal Action- not a final. This is essentially true because DOD is always responsible for OE left on site and no action is really ever a "Final" action because of this possibility. Pole mountain also the Forest Service in to enforce Institutional controls- this was not considered when

the VRP was created by the State of Wyoming.

F. Pole Mountain-future

Future efforts remain to fill data gaps from the first EECA.

This will be accomplished with the \$850,000 programmed and will also provide Omaha with On the Job Training (OJT). The Scope of Work for the additional EECA work has been drafted by Omaha staff and submitted to HNC for review. HNC stated that mentoring for Pole Mountain includes providing Omaha working level staff with as much lead work as possible. While HNC will retain the contract, Omaha staff will develop the SOW, evaluate proposals (technical and cost), lead negotiations, etc. Subsequent to award by HNC, Omaha will lead on review of contractor work plans. Typically, with OE investigations, HNC OE SS watch contractor operations in stages. If a project is small, the OE SS may be onsite for 100% of the time. Longer investigations require presence at the initial phase, watch demolition of OE, and periodically after that. This depends upon the needs of the customer too. The MARCs contracts for HNC will be looked at for the Pole Mountain efforts.

G. Armstrong Gunnery Range.

Omaha presented information on the Armstrong Gunnery Range project. The project is a WRDA land transfer mandate to the tribes - by 2 January 2001. Of the 19,000 acres, 700 have Air to Ground OE, and 1800 have Air-to-Air Gunnery range considerations. Omaha would like execution of Armstrong to parallel Pole Mountain. The project manager, Joe Slattery, has a draft SOW ready. Omaha is very concerned with the transfer time line. A waiver to this time line is possible if OE certification is needed with the transfer. If OE is found, the schedule is "out". BIA and the tribes with a "perfect world" of no OE being present worked out the scheduled 2 January 2002 deadline. The main Area of Concern is the 700 acres along the river of the site. HNC stated the approach proposed would be similar geophysical mapping as with that at Pole Mountain.

4. **CONCLUSIONS/RECOMMENDATIONS/ACTION REQUIRED:**

- (A) Stormo will lead execution of an Omaha gap/need analysis per the HNC mentoring plan. An amendment/appendix to the mentoring plan will be created summarizing skills and subsequent weaknesses/fixes for each, and a timeline for implementation.
- (B) Hamley will provide Stormo a list of modules/courses for OE training and summary of what's covered in each, and a list of job titles used in HNC with correlating descriptions of OE duties.
- (C) Youkey/Stormo will share information on Dr Chx.
- (D) Sargent will serve as the HNC lead for the Pole Mountain mentoring. He will be primary interface with

John Miller.

- (E) Plack will pursue an OE SME in Omaha district Office of Counsel.
- (F) Sargent will serve as the HNC lead for the Armstrong Gunnery Range. He will be primary interface with Joe Slattery.
- (G) Douthat will provide Plack with a HNC contract summary.
- (H) Kobler will draft meeting minutes and distribute to all.
- (I) Sargent will provide Stormo examples of OE QCPs from projects that are simple to complex.
- (J) Plack and Douthat will coordinate to hold joint meeting with HNC, Sacramento, and Omaha district in the future.

Jane D. Kobler
Project Manager

Cf:
CENWO-PM-H (Kobler/)

Agenda

HNC/NWO OE Partnering Meeting 28 Feb 01, 1300 hrs

- Introductions
- Opening Comments & Meeting Objectives (Douthat/Plack)
- Summary of OE Partnering Efforts to Date (Plack)
- Discussion on the Draft OE Mentoring Plan (All)
- Pole Mountain, WY FY01 Program Strategy (Miller/Sargent)
- Armstrong Gunnery Range, SD (Title 6 land transfer properties) – expediting contract award, execution, and NWO involvement (Little)
- Open Discussion on any other topics (All)
- Summary of Action Items (Kobler)
- What's Next??
- Closing Comments (All)

Anticipated Attendees:

NWO

Doug Plack CENWO-PM-H
Randy Petersen CENWO-PM-HD
Bruce Little CENWO-PM-HC
John Miller CENWO-PM-HD
Deb Kobler CENWO-PM-HC
Cheryl Davis CENWO-ED-GI

HNC

Dave Douthat CEHNC-OE
Carol Youkey CEHNC-OE-CX
John Potter CEHNC-OE-DC
Toni Hamley CEHNC-OE-CX
Bill Sargent CEHNC-OE-DC

**AVON PARK AIR FORCE RANGE, AVON PARK, FL
(AIR FORCE IRP)
PROJECT MANAGER: Mike Steffensmeier**

Project Overview

- **Fiscal Year NWO Began Support:** 1989.
- **Project Size and Complexity:** 66 IRP sites over some 106,000 acres which Omaha has worked on or is programmed to in the future. Program has expanded significantly due to aggressive site identification by partnering team. HTRW contamination is routine for this type of installation except for thirty munitions burial sites that are associated with range bombing activities.
- **Funds Obligated to Date:** In excess of \$10.3M.
- **Future Program:** FY01 - \$1.7M, FY02 - \$2.0M, FY03 - \$3.8M, FY04 - \$4.3M, FY05 - \$10.5M, FY06 - FY11 - \$.65M/year.

Significant Issues/Challenges

- **Regulatory Issues:** CERCLA, FDEP POL rules, Range Rule, Munitions Rule. HSWA permit issued in May, 2000.
- **Goals:** Complete site identification using Archives Search Report, establish RAB by end of FY00, program all sites for investigation by end of FY01, continue to identify IRA and NFA sites, meet customer expectation of site closeout or LTM by FY05.
- **Current Issues of Concern:** ACC Program expects to be under funded for FY01 and the out years. This could delay closeout of sites.
- **Successes to Date:** Completion of two interim actions, identification of three sites for closeout and decision documents, coordination of IRP effort with other range issues (cultural, historical, wetlands, grazing, hunting and fishing), coordination with Mobile District with RA activities.